11-81163-Civ-Middlebrooks/Johnson

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTH DISTRICT OF FLORIDA WEST PALM BEACH DIVISION

CASE NO_____

[General Magistrate] _____

JOHN KORMAN, *pro se*, Plaintiff,	
AURORA LOAN SERVICES LLC;	
THOMAS L. WIND, Individual	
AURORA BANK FSB;	
MERSCORP;	
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC;	
LEHMAN BROTHERS HOLDINGS, INC;	
LEHMAN BROTHERS BANK, FSB;	
LEHMAN BROTHERS, INC;	
LEHMAN BROTHERS BANCORP INC;	
LEHMAN XS TRUST 2006-11;	
STRUCTURED ASSET SECURITIES CORPORATION;	**FRAUDULENT CONVERSION**
CITIMORTGAGE, INC;	
CITIGROUP INC;	**INTRINSIC FRAUD**
BANK OF AMERICA CORPORATION	
Successor in Interest to	**ATTEMPTED LARCENY**
COUNTRYWIDE FINANCIAL CORP, and	
LASALLE BANK N.A. as TRUSTEE;	**DOUBLE-DIPPING**
U.S. BANCORP as successor TRUSTEE;	
FANNIE MAE;	**USURY**
FREDDIE MAC;	
GMAC-RFC a/k/a **RESIDENTIAL CAP-**	**CONSTRUCTIVE FRAUD**
ITAL LLC a/k/a **ResCap** d/b/a **GMAC RES-**	
IDENTIAL FUNDING CORPORATION;	**VIOLATION OF FDCPA**
HSBC FINANCE CORPORATION;	
JPMORGAN CHASE & CO;	**VIOLATION OF TCPA**
WELLS FARGO & COMPANY;	
WELLS FARGO BANK, N.A.;	**VIOLATION OF FCRA**
AMERICAN LAND TITLE ASSOC;	

ASSOCIATES LAND TITLE INC;	)	
STEWART TITLE GUARANTY CO;	)	**FORGERY**
MORTGAGE BANKERS ASSOC;	)	
FIRST AMERICAN	)	**MAIL FRAUD**
TITLE INSURANCE CORPORATION;	)	
MERRILL LYNCH CREDIT CORP;	)	**WIRE FRAUD**
PMI MORTGAGE INSURANCE CO;	)	
THEODORE SCHULTZ; Individual	)	**EXTRINSIC FRAUD**
LAURA MCCANN; Individual	)	
CYNTHIA WALLACE; Individual	)	**R.I.C.O.**
JOANN REIN; Individual	)	
LAW OFFICES OF DAVID J. STERN P.A.;	)	**FRAUDULENT INDUCEMENT**
DAVID JAMES STERN ESQ;	)	
KAROL S. PIERCE ESQ;	)	**FALSE CLAIM**
CASSANDRA RACINE-RIGAUD ESQ;	)	
MISTY BARNES ESQ;	)	**MORTGAGE FRAUD**
DARLINE DIETZ, Notary;	)	
JOHN DOE 1 – 100;	)	
JANE DOE 1 – 100;	)	**DEMAND FOR JURY TRIAL**
Defendants.	)	**Fed.R.Civ.P. 38(b)**
_____/		

VERIFIED COMPLAINT FOR DECLARATORY AND OTHER RELIEF

Comes now Plaintiff JOHN KORMAN, hereby file this Verified-Complaint seeking, inter alia, Declaratory Judgment, disgorgement of ill-gotten-gain, recoupment, compensatory damages, general damages, or/and punitive damages, based on the following allegations[1], made from personal knowledge, research, Certified Exhibits, information and belief, demand for Jury Trial, testify to the following under penalty of perjury;

[1] **Plaintiff reserve all rights to amend this Complaint, add or seek other relief against officers or directors of Defendants involved in fraud, or other Action alleged hereinafter;**

VERIFIED COMPLAINT
I. INTRODUCTION

1. This case arises *inter alia* due to Defendant AURORA LOAN SERVICES LLC ("AURORA"), Third-Party-Debt-Collector[*], commenced a foreclosure action in its own name, for its own benefit, acting in the capacity of Real-Party-In-Interest[*], Holder-in-Due-Course, facilitated by fabricating a colorable Assignment, and, Defendant AURORA did provide verified testimony before the Court which was known to be false at the time said statements were made, or should have known was false, resulting in acts of Intrinsic Fraud as gravamen; predicated on this prior foundational statement, Plaintiff files this Action against the following parties, active participants in Civil Fraud either jointly or severally; including but not necessarily limited to the following Defendants; AURORA LOAN SERVICES LLC; THOMAS L. WIND a/k/a TOM WIND CHIEF EXECUTIVE OFFICER of AURORA LOAN SERVICES LLC; AURORA BANK FSB; MERSCORP; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC ("MERS®"); LEHMAN BROTHERS BANK, FSB; LEHMAN BROTHERS HOLDINGS, INC; LEHMAN BROTHERS BANCORP INC; STRUCTURED ASSET SECURITIES CORPORATION;

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[*] **Term defined**, *vide infra,* from page 206.

LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11; CITIMORTGAGE, INC; CITIGROUP INC; BANK OF AMERICA CORPORATION as Successor in Interest to LASALLE BANK NATIONAL ASSOCIATION; FANNIE MAE; FREDDIE MAC; U.S. BANK CORP as TRUSTEE, successor in interest to LASALLE BANK NATIONAL ASSOCIATION; GMAC-RFC a/k/a RESIDENTIAL CAPITAL LLC a/k/a ResCap d/b/a GMAC RESIDENTIAL FUNDING CORPORATION; HSBC FINANCE CORPORATION; JPMORGAN CHASE & CO; WELLS FARGO & COMPANY; WELLS FARGO BANK, N.A; AMERICAN LAND TITLE ASSOCIATION; CHASE HOME MORTGAGE; FIRST AMERICAN TITLE INSURANCE CORPORATION; ASSOCIATES LAND TITLE Inc; MERRILL LYNCH CREDIT CORPORATION; MORTGAGE BANKERS ASSOCIATION; PMI MORTGAGE INSURANCE Co; STEWART TITLE GUARANTY COMPANY; THEODORE SCHULTZ; JOANN REIN; LAURA MCCANN; CYNTHIA WALLACE, a/k/a CINDY WALLACE; LAW OFFICES OF DAVID J. STERN P.A.; DAVID JAMES STERN ESQ; KAROL S PIERCE ESQ; CASSANDRA RACINE-RIGAUD ESQ; MISTY BARNES ESQ; John Doe 1 – 100, Jane Doe 1 – 100, (hereinafter collectively "DEFENDANT"); as

2. DEFENDANT jointly or severally devised a well planned scheme to willfully and knowingly conspire to commit Civil Fraud against this Plaintiff and others similarly situated; AURORA *et al.*, have committed Fraud upon the Court by and through Attorney of record, whether by silence when there was a duty to speak, or by affirmative Act; said Fraud is systemic and continuing as an ongoing-criminal-enterprise [*] **18 U.S.C. §225**, which generated more than Five-Million ($5,000,000.00) in the past twenty-four (24) months.

3. Defendant AURORA is not the original Lender; see BAC Funding Consortium Inc. v. Jean-Jacques, 2010 WL 476641 (Fla. 2nd DCA 2010).

4. Defendant LEHMAN BROTHERS BANK FSB is original Lender of record; whereby,

5. Plaintiff holds publicly recorded admissible evidence showing Defendant AURORA assigned Plaintiff's Promissory-NOTE and Mortgage to itself, awhile Lender of record LEHMAN BROTHERS BANK FSB is under bankruptcy protection, which Plaintiff believes is a void assignment reading 11 U.S.C. § 544(a)(3); furthermore,

6. Assignment is a fraudulent Transfer, or Fraudulent Conveyance; see U.S.C. 11 §§ 548 and 549.

7. Unbeknownst to Plaintiff at time of Closing, September 29th 2006, LEHMAN BROTHERS BANK FSB did presale Plaintiff's NOTE-Mortgage[*] with all of its right, title and interest thereto LEHMAN BROTHERS HOLDINGS INC., before the ink dried on Plaintiff's once wet ink signature; and,

8. copy of a copy of Plaintiff's Promissory-NOTE Defendant AURORA alleges to Hold is materially altered from the copy Plaintiff Holds, received post-Closing[*]; See "Exhibit Z" hereto attached and incorporated herein by reference,

9. Defendant AURORA's altered copy of a copy of Plaintiff's NOTE, last page, displays a Special-Indorsement [*] from Loan Originator, as Drawer LEHMAN BROTHERS BANK FSB setover and deposited said NOTE with LEHMAN BROTHERS HOLDINGS INC., as Drawee, thereafter LEHMAN BROTHERS HOLDINGS INC., intentionally endorsed the NOTE to "**no-one**"; See Uniform Commercial Code ("U.C.C.") § 3-205(a).

10. Plaintiff comes to discover LEHMAN BROTHERS BANK FSB is but a pass-through Entity, a Strawman[*] doing "the deal" for LEHMAN BROTHERS HOLDINGS INC; thereafter,

11. Promissory-NOTE in question is to be further conveyed from LEHMAN BROTHERS HOLDINGS INC., as Assignor, ultimately Redesignated setover to a Real-Estate-Mortgage-Investment-Conduit ("REMIC"), titled LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 as the ultimate Assignee, executed on or before July 31st 2006, or within ninety (90) days thereafter in accord with Section 860D of the Internal Revenue Code of 1986;

12. Defendant AURORA commenced a sham action against Plaintiff May 15th 2009, Case NO. 50-2009-CA-017057-XXXX-MB, IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA, to foreclose on Plaintiff's once Mortgaged property, using the Court system to facilitate Larceny, concurrently AURORA is Double-Dipping[*]; also,

13. AURORA caused to be executed and recorded two colorable assignments for the same Mortgage, done by its employees who knew or should have known LEHMAN BROTHERS BANK FSB, as loan Originator no longer held any right, title nor interest in said Mortgage in question, *infra,* also see "*Bank Transfer Agreements*" (not available at this time); furthermore,

14. Defendant AURORA *et al.,* did commit a willful act, twice, to (legally [sic]) perpetrate an act of Extrinsic Fraud against Defendant upon fabricating two colorable Assignments, filing same with the Clerk of the Court committed an act of Intrinsic Fraud, as each lack a legal foundation; finding,

15. Verified[*] recorded agreement found in the public domain, filed with the Securities and Exchange Commission titled "TRUST AGREEMENT" wherein LEHMAN BROTHERS HOLDINGS INC and AURORA as Master Servicer is a party thereto;

16. Under said TRUST AGREEMENT AURORA knows, or should have known, Plaintiff's NOTE-Mortgage (the same NOTE-Mortgage AURORA's Assistant Vice President a/k/a Certifying Officer of MERS® colorably consigned) is legally / contractually collateral held by LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11's Trustee, (Holding Legal Title) in trust for the benefit of the "Certificate-Holder," (Holding Beneficial-Interest) "Security-Holder" or "BOND-Holder" ("terms" used synonymously), as of the "Closing-Date July 31st 2006," (or within 90 days thereafter); furthermore,

17. once Plaintiff's Promissory-NOTE is transferred to LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11's Trustee, LEHMAN BROTHERS BANK FSB is no longer Holder-in-Due-Course as a matter of law, and is no longer in Privity with the Borrower.

18. JOANN REIN acting in the capacity of Vice-President, executed the first of two colorable Assignments from Assignor LEHMAN BROTHERS BANK FSB, allegedly assigned Plaintiff's Mortgage and NOTE to AURORA July 9th 2008;

19. Aforementioned un-recorded Assignment was employed by AURORA as *prima fascia* evidence (as an Exhibit) to show Standing in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC, IN THE UNITES STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, Action commenced October 22nd 2007;

20. Defendant AURORA, by and through its employee Assistant Vice President LAURA MCCANN, joined with co-worker CYNTHIA WALLACE, a/k/a CINDY WALLACE who occupies an Office in the Default Resolution Department, jointly or severally committed an act of Intrinsic Fraud against this Plaintiff in the Federal Court system by providing perjured testimony in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC, which they knew were false statements at the time their statements were made or should have known;

21. Testified AURORA was Holder in possession of Plaintiff's hand scribed once wet ink signature found on the genuine NOTE-Mortgage in question;

22. Defendant AURORA *et al.*, testified the genuine NOTE-Mortgage is under its care, custody and control as of 12th of December 2008; see "Exhibit A" hereto attached and incorporated herein by reference titled "AURORA LOAN SERVICES INTERROGATORY ANSWERS," with unrecorded assignment attached thereto, assignment was subsequently recorded June 11th 2009; but,

23. stepping back to May 15th 2009 (a month prior to recording said Assignment) AURORA commenced an Action as Plaintiff, in Case NO. 09-CA-017057, therein plead ***"...action to enforce a lost, destroyed or stolen promissory note and mortgage under Fla. Stat. §673.3091."***

24. AURORA, May 15th 2009, admits it is in want of the ***sine qua non*** to foreclose; Perjury comes to mind, Intrinsic Fraud in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC, *supra*; also,

25. Fraud-Upon-the-Court[*] in Case NO. 09-CA-017057, in The Fifteenth Judicial Circuit as AURORA recorded the transfer of Plaintiff's debt (Assignment originally created for Case NO. 07-80998-CIV-RYSKAMP / VITUNAC), three weeks after pleading to reestablish said NOTE-Mortgage; furthermore,

26. Perjury may also be found in Case NO. 09-CA-017057, except Complaint is not verified, (Hear-Say[*]), as AURORA is represented by an Attorney (third party), an Officer-of-the-Court, Officers are Gentlemen who never lie; (Florida has since corrected this weak link in the chain by passage of Fla.R.Civ.P. 1.110(b), requiring Plaintiff to Verify the Complaint if filed after February 11, 2010); alternatively,

27. Defendant AURORA by and through Attorney of record, Law Offices of DAVID J. STERN P.A., provided the Court in Case NO. 09-CA-017057, fabricated verified evidence [sic] of a second colorable Assignment from LEHMAN BROTHERS BANK FSB as Assignor, the original-Lender of record; whereby,

28. Assignor re-assigned Plaintiff's Mortgage and NOTE directly to AURORA, designating AURORA as the sole Assignee since origination; if held as true,

29. this Court must ignore the first Assignment, and the fact such an Assignment done contemporaneously amidst a Bankruptcy proceeding in motion against the Assignor is a fraudulent transfer, fraudulent conveyance, a void act, which it is, furthermore we must also ignore all the verified public documents held by the Securities and Exchange Commission, documents which paints a very different picture than the one AURORA has portrayed to the Courts; as,

30. AURORA fabricated said Assignment expressly for purposes of litigation, did do so twice;

31. Assignment was executed to show Standing, where there is none, twice;

32. Both colorable Assignments is strictly illusionary, as in both cases nothing was conveyed nor delivered; and AURORA is not a bona fide purchaser for value; as,

33. AURORA is an insider which paid but Ten ($10.00) for a valuable asset;

34. AURORA attached to its Complaint as an Exhibit, in Case NO. 09-CA-017057, a copy of a copy of a Promissory-NOTE, which displays thereon LEHMAN BROTHERS BANK FSB's negotiation of said NOTE by Special-Indorsement to LEHMAN BROTHERS HOLDINGS INC, did then setover, consign said Promissory-NOTE with all right, title and interest thereto LEHMAN BROTHERS HOLDINGS INC;

35. LEHMAN BROTHERS HOLDINGS INC endorsed said Promissory-NOTE, acknowledged receipt thereof.

36. AURORA's fabricated evidence, namely a colorable Assignment from LEHMAN BROTHERS BANK FSB showing AURORA as Owner of Plaintiff's alleged debt is also in conflict with a verified publicly recorded document titled "TRUST AGREEMENT," in custody with the Securities and Exchange Commission, dated July 1st 2006, wherein is articulated Chain-of-Title[*] to Plaintiff's NOTE-Mortgage; finding, in part,

37. AURORA is the Servicer, Third-Party-Debt-Collector of this alleged debt; see "Exhibit G" hereto attached and incorporated herein by reference.

38. AURORA, at all times relevant herein is a subsidiary of bankrupt LEHMAN BROTHERS BANK FSB, the child to bankrupt LEHMAN BROTHERS HOLDINGS INC; and,

39. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 is the registered Holder of Plaintiff's NOTE-Mortgage, held as a collateralized interest of Mortgage-Backed Securities.

40. GRANTOR – GRANTEE official public record found in Palm Beach County now identifies AURORA as Mortgagee of record, Assignment recorded June 11th 2009, thereafter AURORA recorded a second bogus Assignment September 24th 2009, and both Assignments are colorable documents as they each lack a legal foundation.

41. Violation of the FAIR DEBT COLLECTION PRACTICES ACT, ("FDCPA") against AURORA is herein alleged, for its failure, or inability to validate this alleged debt in question, after a request to do so in writing, first such request is dated April 17th 2008, pre-Complaint violating Title 15 U.S.C. § 1692g by non-compliance; thereafter,

42. AURORA filing an Action against Plaintiff comes into Court with Unclean-Hands [*], see "Exhibit B," hereto attached and incorporated herein by reference;

43. Violation of the FDCPA by AURORA continuously harassing Plaintiff with unwanted phone calls, personal home visits (monthly) and dunning letters thirty-one (31) days after receipt (PS Form 3811) of a written request from Plaintiff to stop calling until the alleged debt is validated, and AURORA's failure or inability to validate said debt;

44. Violation of Telephone Consumer Protection Act continuingly harassing Plaintiff with unwanted telephone calls after a written request from Plaintiff to stop calling until the alleged debt is validated, and AURORA's failure or inability to validate said debt; and as such,

45. Violation of FAIR CREDIT REPORTING ACT ("FCRA") by AURORA is herein being alleged, for providing unverified information to the reporting agencies, which was known to be un-Verified, false, misleading, or should have known same, resulting in Defamation of Character;

46. resulting in damaging Plaintiff's credit rating.

47. Defendant DAVID JAMES STERN Esquire, KAROL S PIERCE Esquire, CASSANDRA RACINE-RIGAUD Esquire, MISTY BARNES Esquire, of the LAW OFFICES OF DAVID J. STERN P.A., acted jointly or severally by commencing a frivolous Action to foreclose on Plaintiff's property by re-presented prima fascia evidence, and hear-say testimony, filed with the Court a counterfeited copy of a NOTE, as it is a copy of a copy of the alleged NOTE, not a copy taken of the genuine NOTE;

48. Esquires know, or should know an averment before the bench related to evidence presented as an Exhibit, i.e. "copy of a NOTE" without actual possession of the original of which said alleged copy is created from is a false or misleading representation.

49. Chief Executive Officer ("CEO") of Defendant AURORA, or assignee thereof, TOM WIND is in receipt of numerous written communications from Plaintiff; whereby,

50. CEO TOM WIND of AURORA responses to said communications are all non-responsive, all of which came from a third-party-interloper allegedly on behalf of Defendant CEO or AURORA;

51. AURORA's CEO at all time relevant, in receipt of Plaintiff's allegations, agreed, in part, its parent (at that time) LEHMAN BROTHERS BANK FSB received the equity in Plaintiff's property for free;

52. Chief Financial Officer of AURORA agreed with Plaintiff, LEHMAN BROTHERS BANK FSB received Plaintiff's ***"... Mortgage NOTE without investing or risking one-cent, other than the normal and customary over-head expenses of administration..."***

53. Defendant LEHMAN BROTHERS BANK FSB never lent Plaintiff any Money-Of-Exchange [*], or any of its own money, nothing of substance; see "Exhibit C" Affidavit of "WALKER TODD" hereto attached and incorporated herein by reference, certified copy in hand, see also the "Credit River Decision (1968)";

54. LEHMAN BROTHERS BANK FSB extended to Plaintiff a line of Credit, created from the value placed on the NOTE tendered, as an exchange of value or consideration, pursuant to Generally Accepted Accounting Principals ("GAAP"); as,

55. Presented to Plaintiff, during Closing, a TRUTH-IN-LENDING DISCLOSURE STATEMENT which reads (top-left-hand-corner in bold box), *"The cost of your credit as a yearly rate."* See "Exhibit D" hereto attached and incorporated herein by reference, and,

56. Next bold text box to the right reads, *"The dollar amount the credit will cost you."* And,

57. third box over from the left reads, *"The amount of credit provided to you or on your behalf."*

58. LEHMAN BROTHERS BANK FSB deposited Plaintiff's NOTE into a Transaction-Account [*], a/k/a Deposit-Account [*], in Plaintiff's name for Plaintiff's benefit, endorsed the NOTE; *"Pay to the Order of" "without recourse,"* is Grantor's Endorsee's order to pay a Draft [*], or Bank-Check, using Plaintiff's Promissory-NOTE as a balancing offset under GAAP;

59. Draft, or Bank-Check is Grantor's financial asset under U.C.C. § 8-102(9), a sum certain for the consideration (NOTE) received, however this is done without Plaintiff's authorization or knowledge at that time; whereby,

60. Seller's debt was discharged from the Money-of-Account [*] created by LEHMAN BROTHERS BANK FSB in exchange for the deposit of Plaintiff's NOTE into said Transaction-Account;

61. LEHMAN BROTHERS BANK FSB made a General-Deposit [*] of Plaintiff's tendered Promissory-NOTE, using Plaintiff's Limited Power-of-Attorney [*] acquired by Defendant LEHMAN BROTHERS BANK FSB or ASSOCIATES LAND TITLE INC, under a pretext at the Closing-Table [*] which is a material fact intentionally with-held from Plaintiff;

62. Plaintiff concedes it is written and found in the closing documents, *"NOTE may be transferred"*, but this is contrary to what the Plaintiff was leaded to believe;

63. General-Deposit was done contrary to Plaintiff's intent or understanding, that deposit of Plaintiff's NOTE was understood to be a Special-Deposit[*]; furthermore,

64. Post-Closing Defendant LEHMAN BROTHERS BANK FSB or ASSOCIATES LAND TITLE INC did not present Plaintiff with a receipt for said Promissory-NOTE, as required upon accepting a General-Deposit under Financial Accounting Standards Board, ("FASB") 95, concealed the ownership of said Deposit, Larceny of over Three-Hundred ($300.00); also,

65. Violation of Title 12 U.S.C. 1813 (L)(1), or 12 U.S.C. 1813 (L)(3) as the General Deposit had a specific purpose, whether Plaintiff realized it at the time or not, others did, resulting in a Collateral Fraud;

66. Discovery of FASB "Statement of Financial Accounting Standards No. 5," FASB 95 (credit to transactional account), 115 (accounting for conversion of loan to security), 133 (derivatives on hedge accounts), 140 (Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities), does evidence the source of the 'money,' being the monetized NOTE, which Grantor setover in trust with LEHMAN BROTHERS BANK FSB;

67. Plaintiff was tricked at the Closing-Table into believing a quasi truth, in part, Money-of-Exchange was being negotiated for, to facilitate the purchase of a home which did materialize but this home was not acquired using Money-of-Exchange, instead was acquired using Plaintiff's credit, converted into Money-of-Account; and kept quiet was,

68. Defendant LEHMAN BROTHERS BANK FSB joined with LEHMAN BROTHERS HOLDINGS INC joined with STRUCTURED ASSET SECURITIES CORPORATION hatched a premeditated scheme to use Plaintiff's Promissory-NOTE, under 12 U.S.C. 1813 (L)(1), same as money, invested that money with a third party Investment-Company, for a quick profit;

69. Plaintiff apparently changed the economic substance of the transaction from the one contemplated in reading the Credit Application Form, whereby any Agreement, NOTE, Mortgage or similar instruments Plaintiff signed changed the costs and risk to Defendant LEHMAN BROTHERS BANK FSB *et al.*

70. Plaintiff comes to discover, Plaintiff was steered into an Investment-Contract [*], as an undisclosed Investor under the TRUST AGREEMENT, by Externality [*];

71. Plaintiff today understands why a receipt for the Promissory-NOTE was not presented at Closing, in order to conceal Plaintiff's role in said Investment-Contract; whereby,

72. Monetizing Plaintiff's NOTE (***"pay to the order of... without recourse"***) converted said NOTE into a cash item, namely a Draft, or Bank-Check; see, UCC §§1-201(24), 3-104, 8-102(9), and §§9-102(9), (11), (12)(B), (49), (64); thereafter,

73. Securitizing Plaintiff's NOTE has a similar effect as monetization, only now the source of money comes from the investor;

74. Plaintiff as Mortgagor at all time relevant herein neither knew nor was informed Plaintiff's Promissory-NOTE was to be securitized; as such,

75. Plaintiff seeks recoupment under U.C.C. §3-305 and makes Claim under U.C.C. § 3-306 or §9-102(64); because,

76. AURORA has alleged it took possession of Plaintiff's NOTE-Mortgage, but on the other hand claims the NOTE is lost, stolen, or destroyed, while in its care, custody and control, however AURORA is not truly the Holder-in-Due-Course; as,

77. AURORA pleads with that Court to have the NOTE-Mortgage reestablished, however AURORA is not the Real-Party-in-Interest either; furthermore,

78. Plaintiff holds a Possessory-Interest [*] in said Promissory-NOTE, U.C.C. §3-306, as such Claim is being made for the NOTE and Claim is made against the cash proceeds; including but not limited to,

79. proceeds found on the liability side of (Lender's ledger) LEHMAN BROTHERS BANK FSB's ledger, or from the (Real-Lender) Entity with that liability owed to Plaintiff found on its Books and Records; see FAS 140, U.C.C. §3-305, §3-601, §8-105, §9-404; and,

80. proceeds from Trust-Certificates / Securities / BONDS created from Plaintiff's NOTE; and,

81. all the rent payments collected by AURORA, Eighty-One-Thousand-One-Hundred-Thirty, 76/100 ($81,130.76), to be returned to the Grantor, the ultimate Beneficiary, or to the Heir of the Estate; as,

82. the money made from the exploitation and abuse of Plaintiff's money, belongs to Plaintiff.

83. LEHMAN BROTHERS BANK FSB's ledger showing Plaintiff's asset, or the Entity with the setover of Plaintiff's asset onto its ledger, is hiding the liability side of their books and records from Plaintiff, separated the Payables from the Receivables and LEHMAN BROTHERS BANK FSB refused, or was unable to Verify [*] Plaintiff's alleged debt when requested to do so in writing, prior to June 5th 2008, months before lis Pendens was filed;

84. FLORIDA CONSUMER COLLECTION PRACTICES ACT, Sec. 559.55 *et seq.*, mandates, in part, that LEHMAN BROTHERS BANK FSB, as the original Creditor doing business in the State of Florida validate said debt upon written request, refused to do so by non-response;

85. LEHMAN BROTHERS BANK FSB separating the Payables from the Receivables may make it appear as Defendant AURORA, or rather its lower-level-employee acting in the capacity of a Third-Party-Debt-Collector making those annoying telephone calls may be acting in good faith, not cognizant ("need to know") of all the true facts (payables / liabilities), is in part, the corrupt part of AURORA's business plan.

86. Plaintiff's Promissory-NOTE is a liability of LEHMAN BROTHERS BANK FSB, a liability owed to Plaintiff, and Plaintiff firmly believes this liability is an Off-Balance-Sheet-Entry [*]; however,

87. Off-Balance-Sheet-Entries are to be reported to the Federal Reserve Board, ("FRB"), under 12 U.S.C. 248 and 347; and,

88. balance-sheet identified as FR 2046 carries an Office of Management and Budget number 7100-0289, making it subject to disclosure under the privacy act; see Title 5 USC 552 *et seq.*, and does disclose Plaintiff's true outstanding balance, which is zero ($0.00).

89. LEHMAN BROTHERS BANK FSB's deposit of Plaintiff's Promissory-NOTE into a Transaction Account as a General-Deposit is but one reason there is no longer a Real-Party-in-Interest; as, in part,

90. LEHMAN BROTHERS BANK FSB negotiated (UCC § 3-201) Plaintiff's Promissory-NOTE and offset its related double-entry-bookkeeping balance on its books and records from the consideration paid to it by LEHMAN BROTHERS HOLDING INC, recognized as a true sale, Accord and Satisfaction (U.C.C. §3-311), however transaction is executed without any evidence of a recordable assignment for the Mortgage, not fatal as the Mortgage follows the NOTE; thereafter,

91. Verified admissible evidence (TRUST AGREEMENT filed with the SECURITIES AND EXCHANGE COMMISSION) finds LEHMAN BROTHERS HOLDING INC, as Holder and Owner of Plaintiff's NOTE did presale it, as a true sale, Accord and Satisfaction, thereafter is contractually obligated to setover all its right, title and interest of said Promissory-NOTE to STRUCTURED ASSET SECURITIES CORPORATION (no evidence of Consignment nor Delivery); and,

92. STRUCTURED ASSET SECURITIES CORPORATION offset its related double-entry-bookkeeping balances from the consideration it received, *infra,* for transferring Plaintiff's NOTE to the Trustee, in trust for LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, recognized as a true sale, (Accord and Satisfaction), did do so in Form, however without any evidence of Consignment or Delivery;

93. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, pursuant to the TRUST AGREEMENT, is the true Holder and Owner of Plaintiff's debt, prior to its hypothecation of same; furthermore,

94. there is no evidence to show LEHMAN BROTHERS BANK FSB is a MERS® Member, at all-time relevant herein, separated the NOTE from the Mortgage; and,

95. there is no evidence to show LEHMAN BROTHERS HOLDING Inc is a MERS® Member, at all-time relevant herein, separated the NOTE from the Mortgage; and,

96. there is no evidence to show STRUCTURED ASSET SECURITIES CORPORATION is a MERS® Member, at all-time relevant herein, separated the NOTE from the Mortgage; and,

97. there is no evidence to show LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 was a MERS® Member, at anytime relevant herein, separated the NOTE from the Mortgage, bifurcation, see Restatement (Third) of Property (Mortgages) § 5.4(a) (1997); also,

98. Bankruptcy Judicial Trustee is not a MERS® Member; *ergo*,

99. NOTE is separated from the Mortgage as each of these financial instruments (NOTE-Mortgage) was and is in the hands of two unrelated parties without an agency agreement between them, destroying the secured-interest.

100. Defendant LEHMAN BROTHERS BANK FSB knowingly participated in a scheme devised with other herein named Defendants to securitize Plaintiff's Promissory-NOTE without Mortgagor's knowledge or consent, making the transaction illegal, which includes all subsequent transactions; alternatively, is identity theft.

101. This process of securitization employs the Uniform Electronic Transactions Act, (1999), ("UETA");

102. under the Uniform Electronic Transactions Act Plaintiff's Promissory-NOTE was digitized into a Synthetic-NOTE [*], thereafter electronically transferred, conjoined or bundled with other Synthetic-NOTEs create a Mortgage-Backed Security, in an electronic Book-Entry [*] Registration system, analogous to an Excel® Electronic-Spread-Sheet [*], showing who owns what and when; thereafter,

103. the original Promissory-NOTE is deliberately destroyed, to avoid (confusion) implication of Double-Dipping. See "**FL Mortgage Banker Assn Admits Notes Destroyed**," "Exhibit E" hereto attached and incorporated herein by reference, certified copy in hand; as,

104. Intentionally destroying (eliminating) the original Promissory-NOTE, destroys the Secured-Interest, rendering the Mortgage a nullity.

105. Attorney, Virginia Townes, BAR Number 361879, September 29th 2009, appeared, gave testimony before the SUPREME COURT OF FLORIDA, speaking for the Florida Bankers Association, composed of more than three hundred (300) banks, is obviously under the erroneous assumption that the genuine Promissory-NOTE and Mortgage may be electronically scanned thereafter the Promissory-NOTE and Mortgage may be, ***"... deliberately eliminated to avoid confusion ..."*** (confusion over the original paper documents and a scanned copy found on a computer's hard drive!)

106. Uniform Electronic Transactions Act is not applicable to Plaintiff's NOTE-Mortgage, as the UETA ***"... applies only to transactions between parties each of which has agreed to conduct transactions by electronic means."*** And,

107. Uniform Electronic Transactions Act is not applicable to Plaintiff's NOTE-Mortgage as the Act is in conflict with §§ 90.953, 673.1041, 678.1021 Fla. Stat.; and,

108. Uniform Electronic Transactions Act specifically exempts Residential Mortgage-Backed Securities from its application; as,

109. a negotiable instrument must be signed by hand;

110. Uniform Electronic Transactions Act is not applicable to the creation and execution of wills, codicils, or testamentary trusts, i.e. Plaintiff's Mortgage, see Cestui Que Vie Act 1666; for UETA see Florida Title 39 Chapter 668 *et seq*;

111. Uniform Electronic Transactions Act is not applicable to a contract or other record to the extent it is governed by the Uniform Commercial Code other than sections 1-107 and 1-206 and Articles 2 and 2A;

112. Financial Instruments governed by one of the remaining Articles of the UCC -- Article 3 (Negotiable Instruments), Article 4 (Bank Deposits and Collections), Article 4A (Funds Transfers), Article 5 (Letters of Credit), Article 6 (Bulk Sales), Article 7 (Documents of Title), Article 8 (Investment Securities), and Article 9 (Secured Transactions) -- may not rely on UETA for validity.

113. The "deliberate elimination" of the original NOTE "to avoid confusion," precludes the protection ordinarily provided by §673.3091(1)(b) Fla. Stat., because loss of possession occurred during the NOTE's transfer, from its present form into a Mortgage-Backed Security, as the UETA is an essential element of this metamorphosis;

114. alternatively, equity considered, deliberate and intentional alteration of a thing (squeezing the juice from an orange, or converting a NOTE into a security) precludes the alteror of that thing, its Successor or Assignee thereof from undoing the deed (returning the juice back to its original state as an orange, or converting a security back into a NOTE);

115. Plaintiff's NOTE was transformed into a digitized Synthetic-NOTE, bundled with other Synthetic-NOTEs became a Mortgage-Backed Security;

116. once the NOTE is transformed, or morphed into a Mortgage-Backed Security, the NOTE no longer exists, thus rendering the Mortgage a nullity; for two reasons,

117. NOTE is ***"...deliberately eliminated to avoid confusion,"*** vis-à-vis is really destroyed to avoid the implication or inclination of Double-Dipping; alternatively,

118. NOTE is destroyed by operation of law, because,

119. LEHMAN BROTHERS BANK FSB *et al.* motivation is to use Plaintiff's Promissory-NOTE for general business use, to make a profit including interest; and,

120. LEHMAN BROTHERS BANK FSB *et al.* plan of distribution of the NOTE resembles distribution of a security; and,

121. the investing public reasonably expects that the NOTE is a security; and,

122. there is a regulatory scheme protecting the investor other than the securities laws, includes NOTE subject to Federal Deposit Insurance, and Employee Retirement Income Security Act; see **Reves v. Ernst & Young, 110 S. Ct. 945 (1990)**; therefore,

123. NOTE no longer exists, as it is a "security" within the meaning of the U.C.C. §8-102(a)(15), Securities Act §§ 2(1), 3(a)(3), and Exchange Act § 3(a)(10).

124. Plaintiff on or about February 28th 2010, advised AURORA LOAN SERVICES LLC, MERSCORP, MERS®, DAVID J. STERN P.A., DAVID JAMES STERN Esquire, MISTY ALLEN BARNES Esquire, KAROL S. PIERCE Esquire, and CASSANDRA M. RACINE-RIGAUD Esquire, of Fraud, fraud in the factum, constructive fraud, willful fraud, telecommunications fraud, mail fraud, bank fraud, enticement to fraud, fraud by conversion, fraud by inducement, actual fraud, defamation of character and identity theft; by,

125. Notarial presentment (third-party-witness) delivered to each aforementioned party in writing, delivered by U.S. Registered Mail, and each envelope carried Twenty-One-Dollars ($21.00) in stamps; whereas,

126. AURORA LOAN SERVICES LLC, MERSCORP, MERS®, Law Offices of DAVID J. STERN P.A., DAVID JAMES STERN Esquire, MISTY ALLEN BARNES Esquire, KAROL S. PIERCE Esquire, and CASSANDRA M. RACINE-RIGAUD Esquire, all agreed with each allegation of wrong doing, by tacit acquiescence.

127. Usury, lex Anastasiana §369[*], whereby Defendant AURORA *et al.*, by avarice is attempting to charge Plaintiff approximately fifty-thousand percent (50,000 %) interest per year; ergo claim for Disgorgement, Recoupment and is Criminal Usury; see § 687.071(7), Fla. Stat. (2010), thus nullifying any agreement.

128. U.S. BANCORP Inc is a named party herein as it is successor in interest to LASALLE BANK NATIONAL ASSOCIATION as TRUSTEE in trust for a Foreign-Unincorporated-Association [*], a/k/a/ A Contractual Organization[*], a/k/a/ REMIC, a/k/a/ Investment Company, a/k/a Trust, titled LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11.

129. Plaintiff alleges, AURORA's employee THEODOR SCHULTZ, LAURA MCCANN, CYNTHIA WALLACE, a/k/a CINDY WALLACE and JOANN REIN alleged to have jointly or severally provided Perjured-Testimony, acted as a false-witness, or is responsible for fabricating a colorable Assignment, Extrinsic Fraud, then filed said fabricated Exhibit with the Clerk of the Court facilitated an act of Intrinsic Fraud, done knowingly, or should have known.

130. LAW OFFICES OF DAVID J. STERN P.A., DAVID JAMES STERN Esquire, KAROL S PIERCE Esquire, CASSANDRA RACINE-RIGAUD Esquire, and MISTY BARNES Esquire, alleged co-conspirators, facilitators of fraud upon the Court and this Plaintiff in particular.

131. Defendant DARLINE DIETZ permitted its Notarial identity to be used by third parties, facilitated either by computer command (digitized signature, or stamp), or by electro-mechanical means (scribed signature done by a hand-writing machine holding a pen a/k/a autopen signature, since there is little if any variation in the signatures found on both of the Assignments in question).

132. DEFENDANT acted jointly or severally in devising, supporting or employing a corporate structure, an artifice titled MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC, the purpose of which appears to be separating the NOTE from the Mortgage in order to speed-up transfers of Mortgage debt, avoiding the necessity of filing crucial paper work, the result of which is obfuscation as to the identity of the true owner of Plaintiff's alleged debt, MERS® created a conduit whereby four (4) Parties are now making claim of ownership to Plaintiff's alleged debt, *infra*.

133. Based on the foregoing, any part herein found to be true or correct; it is not hard to find the cause for Mental Anguish or Emotional Distress.

134. Plaintiff is appearing *pro se*; as such the court should construe this filing liberally. See **Erickson v. Pardus, 551 U.S. 89, 94 (2007)**. Please forgive the form as Plaintiff is not schooled in law; rather look to the substantive allegation(s).

II.
JURISDICTION AND VENUE

135. This Court has original subject matter jurisdiction over this action under 15 U.S.C. § 1692g, 18 U.S.C. §§ 1962 and 1964, 28 U.S.C. §§ 1331, 1332, and 2201, as this controversy encompasses a federal question, between a citizen of Florida and citizens of a foreign state; Plaintiff seeks relief under the Declaratory Judgment Act, and the amount under controversy exceeds Seventy-Five-Thousand ($75,000.00).

136. Venue is proper in this Judicial District as Plaintiff's immovable real-estate is located in Palm Beach county, Florida, within the District, and DEFENDANT conducts significant business in this District and that a substantial part of the events or omissions giving rise to the claim occurred in this judicial district, therefore are subject to personal jurisdiction in this judicial district; 28 U.S.C. §§ 1391(b)(2), 1391(c).

III.
PARTIES

137. Plaintiff, JOHN KORMAN, cesti que trust, holds equitable title and possession of the real-estate in controversy, is also a citizen of the State of Florida, over the age of majority.

138. AURORA LOAN SERVICES LLC;

> [Defendant], AURORA LOAN SERVICES, LLC originates and services prime and subprime residential mortgage loans through wholesale and correspondent channels. The company also buys mortgages originated by other mortgage bankers, banks, and credit unions. AURORA LOAN SERVICES, LLC was formerly known as Aurora Loan Services, Inc. The company was founded in 1997, headquartered 10350 Park Meadows Drive, in Littleton, Colorado 80124. AURORA LOAN SERVICES, LLC operated as a subsidiary of LEHMAN BROTHERS BANK, FSB.
> Phone: 720-945-3000 – 877-300-8695
>
> [square bracket[s] mean; emphasis added, *infra*]

139. TOM WIND;

> Tom Wind, Individual, also CHIEF EXECUTIVE OFFICER of AURORA LOAN SERVICES LLC, *supra*, with Superior Knowledge.

140. LEHMAN BROTHERS BANK, FSB;
LEHMAN BROTHERS BANK, FSB [Defendant] is an equal housing lender was headquartered in Wilmington, Delaware. Lehman Brothers Bank is a wholly-owned subsidiary of Lehman Brothers, a global finance leader that serves the financial needs of governments and municipalities, corporations, institutions, and high net worth individuals globally. Lehman Brothers Bank is a market-leading investment bank offering mortgage and consumer loans with products and pricing consistent with the Lehman Brothers name.
Phone: 302-654-6179
web-site address http://www.lehmanbrothersbank.com which re-directs the operator to this web-site; https://www.aurorabankfsb.com/

LEHMAN BROTHERS BANK, FSB, [concurrent with the Firm LEHMAN BROTHERS HOLDINGS INC] filed for Chapter 11 protections under Bankruptcy Code, on September 15th 2008.

141. AURORA BANK FSB;
AURORA BANK FSB [Defendant] provides banking products and services. It offers checking and savings accounts, mortgages, credit cards, and CDs; deposit by mail, direct deposit, and electronic transfers; loan services, which include home loans, refinance, bond administration, and master servicing; commercial lending solutions; and online banking services. AURORA BANK FSB was formerly known as LEHMAN BROTHERS BANK, FSB and changed its name in April 24th 2009. The company was founded in 1921 and is based Brandywine Building, 1000 West Street Suite 200, Wilmington, DE 19801. As of July 1, 1999, AURORA BANK FSB operates as a subsidiary of Lehman Brothers Bancorp Inc.
Phone: 302-654-6179 Fax: 302-428-3673
www.aurorabankfsb.com

142. LEHMAN BROTHERS BANCORP INC;

Defendant Lehman Brothers Bancorp Inc., a Delaware based corporation, through its subsidiaries provides mortgage and retail banking services. The company was incorporated in 1999 and is based in Brandywine Building, 1000 West Street Suite 200, Wilmington, Delaware 19801. Lehman Brothers Bancorp Inc. operates as a subsidiary of LEHMAN BROTHERS HOLDINGS INC Phone: 302-654-6179 Fax: 302-428-3673

143. LEHMAN BROTHERS HOLDINGS INC;

LEHMAN BROTHERS HOLDINGS INC ("LBHI") Defendant was a global financial services firm until September 15, 2008 when the firm filed for Chapter 11 bankruptcy protection. Subsequently, 22 additional affiliates of LBHI (together with LBHI, the "Debtors") filed petitions in the United States Bankruptcy Court for the Southern District of New York seeking relief. The Debtors' cases have been assigned to Judge James M. Peck. Pursuant to Docket #86, these cases are jointly administered for procedural purposes, meaning that all pleadings filed in these cases will be reflected on case docket 08-13555 ("Main Case Docket"). The Main Case Docket can be accessed through the website maintained by the United States Bankruptcy Court (http://www.nysb.uscourts.gov). LBHI participated in business investment banking, equity and fixed-income sales, research and trading, investment management, private equity, and private banking. It was a primary dealer in the

U.S. Treasury securities market. Its primary subsidiaries included LEHMAN BROTHERS INC., Neuberger Berman Inc., AURORA LOAN SERVICES, INC., SIB Mortgage Corporation, LEHMAN BROTHERS BANK, FSB, Eagle Energy Partners, and the Crossroads Group. The firm's worldwide headquarters were in New York City, with regional headquarters in London and Tokyo, as well as offices located throughout the world.

Address and phone number of LEHMAN BROTHERS HOLDINGS INC is 1271 Avenue of the Americas, New York, New York, 10020; Phone: 646-285-9000.

For questions related to LEHMAN BROTHERS HOLDINGS INC's Chapter 11 filing, please call: 1-866-879-0688

144. LEHMAN BROTHERS INC;
Defendant LEHMAN BROTHERS INC; this is the website for information pertaining to the U.S. Securities Investor Protection Act of 1970 (SIPA) liquidation of Lehman Brothers Inc. ("LBI"), the U.S. broker-dealer of Lehman Brothers. James W. Giddens was appointed Trustee for the liquidation, and Hughes Hubbard & Reed LLP was appointed as counsel to the Trustee. On September 19, 2008, the Court entered an order granting the application of the Securities Investor Protection Corporation (SIPC) for issuance of a Protective Decree adjudicating that the customers of LBI are in need of protection afforded by the U.S. Securities Investor Protection Act of 1970 (SIPA). The liquidation has been referred to, and is now being administered under, the auspices of The Honorable James M. Peck, United States Bankruptcy Court for the Southern District of New York (Case NO. 08-01420 (JMP) (SIPA). The liquidation of LBI is overseen by James W. Giddens, as the Trustee appointed by the United States District Court for the Southern District of New York. The Trustee fulfills public duties assigned under SIPA. The

> Main Case Docket can be accessed through the website maintained by the United States Bankruptcy Court (http://www.nysb.uscourts.gov). [emphasis in original]

For questions related to Lehman Brothers Inc. ("LBI") SIPA proceeding, please call:

1-866-841-7868

145. MERSCORP;

Defendant, MERSCORP Inc. ("MERSCORP") operates as an electronic loan registry for the mortgage finance industry in the United States. The company eliminates the need to prepare and record assignments when trading residential and commercial mortgage loans. It also acts as nominee in the county land records for the Lender and Servicer. The company serves mortgage originators, servicers, warehouse lenders, wholesale lenders, retail lenders, document custodians, settlement agents, title companies, insurers, investors, county recorders, and consumers. MERSCORP was formerly known as MERS®, Inc. and changed its name to MERSCORP Inc. in June 1998. The company was incorporated in 1996, again in 1999 with its present principal place of business located at 1818 Library Street, Suite 300, Reston, Virginia 20190-6280.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC ("MERS®")

146. Defendant Mortgage Electronic Registration System, Inc., d/b/a MERS®, is a wholly-owned subsidiary of Defendant MERSCORP; like MERSCORP, MERS® is a Delaware corporation and shares an address with MERSCORP at 1818 Library Street, Suite 300, Reston, Virginia 20190-6280. MERS® was created in 1998 by the mortgage banking industry to create a secondary mortgage market, internally administer the buying and selling of a NOTE-Mortgage, and to simplify the administration of home mortgages, including foreclosure proceedings. When a Mortgage is registered on the MERS® System legal title is held in the name of MERS® and MERS® acts as Mortgagee of record in county land records. While NOTES are privately indorsed and negotiated many times over the life of the loan, MERS® remains Mortgagee of record provided the endorsee is a MERS®' member. Although there is no record of such conveyance recorded on county land records, in the public domain, MERS® controls recordation of such negotiations of title internally, privately.

> In MERS® own words; *"MERS® was created to avoid the cost and delays caused by assignments of mortgages and deeds of trust. To avoid the need to prepare and record an assignment with the County Recorder's office, MERS® holds title as nominee for the **true mortgagee**/beneficiary of the mortgage/deed of trust and as transfers occur, they are recorded on the MERS® computer in a book entry systems similar to the transfer of stocks."* (1999) [*emphasis added*]

147. STRUCTURED ASSET SECURITIES CORPORATION;

Defendant Structured Asset Securities Corporation, a Delaware Corporation, a/k/a a "Special-Purpose-Vehicle [*]" on February 9th 2009 sought relief under Chapter 11 Bankruptcy protection. LEHMAN BROTHERS HOLDINGS INC's asset securitization unit is Structured Asset Securities Corp., which filed for bankruptcy, seeking to wind down with its parent company. The case is STRUCTURED ASSET SECURITIES CORP., 09-10558, U.S. Bankruptcy Court, Southern District of New York (Manhattan). Lehman's case is In re LEHMAN BROTHERS HOLDINGS INC., 08-13555, U.S. Bankruptcy Court, Southern District of New York (Manhattan).

148. CITIGROUP INC;

Defendant Citigroup Inc. ("Citigroup") is a Delaware Corporation that maintains its principal place of business at 399 Park Avenue, New York, New York, 10022. Citigroup is a principal shareholder of MERS®. Citigroup Inc. has the world's largest financial services network, spanning 140 countries with approximately 16,000 offices worldwide. The company employs approximately 260,000 staff around the world, and holds over 200 million customer accounts in more than 140 countries. It is a primary dealer in US Treasury securities.

149. CITIMORTGAGE, Inc; Defendant, CitiMortgage, Inc. is a Delaware Corporation that maintains its principal place of business in Urbandale, Iowa 50323-2402, 4740 121st Street. CitiMortgage, Inc. is a principal shareholder of MERS®.

150. BANK OF AMERICA CORPORATION, ("BofA");

Defendant BofA is Successor in Interest to Countrywide Financial Corporation and Successor in Interest to LASALLE BANK NATIONAL ASSOCIATION. BofA a Delaware Corporation that maintains its principal place of business at Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255. BofA and Countrywide Financial Corporation is, or was respectively, a principal shareholder of MERS®.

151. FANNIE MAE;

Defendant Fannie Mae is a federally chartered corporation that maintains its principal place of business in Washington, DC 20016-2892, at 3900 Wisconsin Avenue, NW, is a principal shareholder of MERS®, and has a chartered seat on the MERS® board of directors. Phone number 202-752.7000.

152. FREDDIE MAC;

Defendant Freddie Mac is a federally chartered corporation that maintains its principal place of business in McLean, Virginia, 22102-3110, at 8200 Jones Branch Drive, is a principal shareholder of MERS®, and has a chartered seat on the MERS® board of directors. Phone number 703-903-2000.

153. GMAC-RFC a/k/a RESIDENTIAL CAPITAL LLC a/k/a ResCap, d/b/a GMAC RESIDENTIAL FUNDING CORPORATION;

Defendant GMAC-RFC a/k/a Residential Capital LLC a/k/a ResCap d/b/a GMAC Residential Funding Corporation, ("GMAC") is a Minnesota Corporation that maintains its principal place of business headquartered 300 Renaissance Center, Detroit Michigan 48265-3000 . GMAC is a principal shareholder of MERS®.

154. HSBC FINANCE CORPORATION;

Defendant HSBC Finance Corporation ("HSBC") is a Delaware Corporation that maintains its principal place of business headquartered 2700 Sanders Road, Prospect Heights Illinois 60070-2799. HSBC is a principal shareholder of MERS®.

155. JPMORGAN CHASE & CO;

Defendant JPMorgan Chase & Co ("JPMC") is a Delaware Corporation that maintains its principal place of business in New York, New York, 270 Park Avenue 10017. JPMC is a principal shareholder of MERS®.

156. WELLS FARGO & COMPANY;

Defendant Wells Fargo & Company ("Wells Fargo") is a Delaware Corporation that maintains its principal place of business in San Francisco, California, 420 Montgomery Street, 94163. Wells Fargo is a principal shareholder of MERS®.

157. WELLS FARGO BANK, N.A.;

Defendant Wells Fargo Bank, N.A. is a subsidiary of Defendant Wells Fargo & Company that maintains its principal place of business in San Francisco, California, 420 Montgomery Street, 94163. Wells Fargo is a principal shareholder of MERS®.

158. AMERICAN LAND TITLE ASSOCIATION;

Defendant American Land Title Association® ("ALTA®") is the national trade association and voice of the abstract and title insurance industry. ALTA® members search, review and insure land titles to protect home buyers and mortgage lenders who invest in real estate. ALTA® is headquartered in Washington, DC 20036, 1828 L St North West Suite 705. Phone 202-296-3671. American Land Title Association® is a principal shareholder of MERS®.

159. ASSOCIATES LAND TITLE Inc

Defendant Associates Land Title Inc was founded by and for real estate and mortgage professionals with the unique needs of the industry in mind. They serve Palm Beach, Martin and St. Lucie counties with the highest level of professionalism since 2004 and executed the Closing between LEHMAN BROTHERS BANK FSB and this Plaintiff, accepted MERS® as the Mortgagee of record. Located at 4050 US Highway 1, Suite 319, Jupiter, Florida 33477, and phone number (561) 625-9007.

160. STEWART TITLE GUARANTY CO; Defendant Stewart Title Guaranty CO is headquartered in Houston Texas and is a leading provider of title insurance and related services to the real estate and mortgage industries. Throughout its 117-year history, its conservative management philosophy has allowed it to grow and remain strong through the ups and downs of the market. Stewart Title Guaranty Company's policyholders' surplus is one of the largest in the industry and have the best debt to equity and premiums to reserves ratios of all major title insurers. Its financial strength provides the confidence in its customers. Stewart Title Guaranty Co is a principal shareholder of MERS®.

161. MORTGAGE BANKERS ASSOCIATION;

Defendant Mortgage Bankers Association ("MBA") is the national association representing the real estate finance industry, an industry that employs more than 280,000 people in virtually every community in the country. Headquartered at 1717 Rhode Island Avenue, NW Suite 400, Washington, D.C. 20036, the association works to ensure the continued strength of the nations' residential and commercial real estate markets; to expand homeownership and extend access to affordable housing to all Americans. MBA promotes fair and ethical lending practices and fosters professional excellence among real estate finance employees through a wide range of educational programs and a variety of publications. Its membership of over 2,400 companies includes all elements of real estate finance: mortgage companies, mortgage brokers, commercial banks, thrifts, Wall Street conduits, life insurance companies and others in the mortgage lending field. Phone number 202-557-2700, web-site, www.mortgagebankers.org. Mortgage Bankers Association is a principal shareholder of MERS® and one of its Originators.

162. FIRST AMERICAN TITLE INSURANCE CORPORATION; Defendant First American Title Insurance Corporation provides financial services through its Title Insurance and Services segment and its Specialty Insurance segment. The First American Family of Companies' core business lines include title insurance and closing/settlement services; title plant management services; title and other real property records and images;

valuation products and services; home warranty products; property and casualty insurance; and banking, trust, and investment advisory services. First American serves homebuyers and sellers, real estate professionals, loan originators and servicers, commercial property professionals, homebuilders and others involved in residential and commercial property transactions with products and services specific to their needs. With experience dating back to 1889, First American offers its services through direct operations and a network of qualified agents across the United States as well as internationally. First American Title Insurance Corporation is located at 1 First American Way, Santa Ana, California 92707, phone number 800-854-3643. First American Title Insurance Corporation is a principal shareholder of MERS® and one of its Originators.

163. MERRILL LYNCH CREDIT CORPORATION;

> [Defendant] Merrill Lynch Credit Corporation works to place more Americans in their dream castles. Doing business as Merrill Lynch Home Loans, the company is one of the residential mortgage units of financial giant Bank of America. Its offerings include a variety of adjustable and fixed-rate mortgages for first and second homes, construction loans, mortgage refinancing, and equity lines of credit. The company also provides loan servicing. Founded in 1981, Merrill Lynch Home Loans serves primarily wealthy customers throughout the US, Puerto Rico, and the US Virgin Islands. Done in by the global credit crisis, direct parent Merrill Lynch was taken over by Bank of America in a $50 billion deal in 2009. Merrill Lynch Credit Corporation is a principal shareholder of MERS®.

Address and Phone number; 4804 Deer Lake Drive East, 5th Floor, Jacksonville, FL 32246-6484, Phone: 904-218-6000.

164. PMI MORTGAGE INSURANCE CO;

> [Defendant] PMI Mortgage Insurance CO ("PMI"); PMI voted as one of the "Best Places to Work in the Bay Area" by the San Francisco, East Bay, and Silicon Valley/San Jose Business Times in 2005, 2006 and 2007!
> For more than 35 years, PMI has combined its risk management expertise and financial strength to serve the evolving needs of our customers.
> PMI's insurance products support the mortgage finance system by providing protection to lenders and investors in the event of borrower default. By protecting mortgage lenders and investors from credit losses, PMI helps to ensure mortgages are available to qualified homebuyers. When a qualified borrower cannot make a 20 percent down payment on a home, lenders will often permit a smaller down payment and purchase mortgage insurance.
> PMI applies leading research, analytics, and pricing principles to manage risk concentration, and loss mitigation expertise to assist lenders and borrowers faced with possible foreclosures. PMI was the first mortgage insurer to join the HOPE NOW Alliance, works closely with many nonprofit counseling entities, and plays an active role in supporting borrower education events nationwide. PMI Mortgage Insurance CO is a principal shareholder of MERS®.

165. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11; is a Phantom-Entity [*] to the extent it was not legally created under any statute or code of any state, or of the UNITED STATES. It appears on the face of it to exist as a common-law trust under its state Constitution as an Unincorporated-Association; much like a Massachusetts Trust is not dependant upon any statute for its existence rather operates under its own by-laws [the law of this case]. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 appears to be lawfully created within New York state, but is not a Legal-Entity in the State of Florida, not a person as that term is defined.

166. U.S. BANCORP parent to U.S. BANK successor TRUSTEE;

Defendant U.S. BANCORP, as parent to U.S. BANK successor in interest to LASALLE BANK NATIONAL ASSOCIATION as trustee, (the "Trustee"), assumed, by operation of law, all of the liabilities and obligations of LaSalle Bank, National Association, serves a Foreign Unincorporated-Association, which is a Phontom-Entitiy [*], to the extent LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 was not legally created under any state statute or code, or of the UNITED STATES. The Trustee is acting in the capacity as Trustee, in trust for the Certificate-Holder[s], for an alleged Trust which does not legally exist, thus is not a person, as that term is defined.

U.S. BANCORP, U.S. BANCORP CENTER, 800 Nicollet Mall, Minneapolis Minnesota 55402.

167. THEODORE SCHULTZ;

Defendant THEODORE SCHULTZ, as Vice President of MERS®, Certifying Officer is Grantor / Assignor; concurrently THEODORE SCHULTZ is Assistant Vice President of AURORA LOAN SERVICES LLC as Grantee / Assignee; 10350 Park Meadows Drive, Littleton Colorado 80124, Phone: 720-945-3000.

168. JOANN REIN;

Defendant JOANN REIN, Vice President of MERS®, as Certifying Officer, is acting in capacity as Grantor / Assignor, concurrently occupies an Office in the Default Resolution Department as an Employee of AURORA LOAN SERVICES LLC, Grantee / Assignee; 10350 Park Meadows Drive, Littleton Colorado 80124, Phone: 720-945-3000.

169. LAURA MCCANN;

Defendant LAURA MCCANN, Affiant, and Vice President Default Resolution of AURORA LOAN SERVICES LLC, 10350 Park Meadows Drive, Littleton Colorado 80124, Phone: 720-945-3000.

170. CYNTHIA WALLACE a/k/a CINDY WALLACE;

Defendant CYNTHIA WALLACE a/k/a CINDY WALLACE, Affiant, and the occupant of the Office titled, Default Resolution. 10350 Park Meadows Drive, Littleton Colorado 80124, Phone: 720-945-3000.

171. LAW OFFICES OF DAVID J. STERN P.A.;

Defendant LAW OFFICES OF DAVID J. STERN Professional Association, 900 South Pine Island Road Suite 400, Plantation Florida 33324-3920, Phone Number (954) 233-8000;

172. DAVID JAMES STERN, Esquire, BAR / Bond Number 911054;

DAVID JAMES STERN, Esq., at all times relevant herein is employed by the LAW OFFICES OF DAVID J. STERN P.A., 900 South Pine Island Road Suite 400, Plantation Florida 33324-3920, Phone Number (954) 233-8000;

173. KAROL S. PIERCE, Esquire, Bar/Bond Number 70279;

Defendant KAROL S. PIERCE, Esq., at all times relevant herein is employed by the LAW OFFICES OF DAVID J. STERN P.A., 900 South Pine Island Road Suite 400, Plantation Florida 33324-3920, Phone Number (954) 233-8000;

174. CASSANDRA RACINE-RIGAUD, Esquire, Bar/Bond Number 450065;

Defendant CASSANDRA RACINE-RIGAUD, Esq., at all times relevant herein is employed by the LAW OFFICES OF DAVID J. STERN P.A., 900 South Pine Island Road Suite 400, Plantation Florida 33324-3920, Phone # (954) 233-8000;

175. MISTY ALLEN BARNES, Esquire, BAR/BOND Number 31001;

Defendant MISTY ALLEN BARNES, Esq., at all times relevant herein is employed by the LAW OFFICES OF DAVID J. STERN P.A., 900 South Pine Island Road Suite 400, Plantation Florida 33324-3920, Phone Number (954) 233-8000;

176. DARLINE DIETZ;

Defendant DARLINE DIETZ, Notary expires 03/22/2010, employed by AURORA LOAN SEVICES LLC to acknowledge the signatures of Vice President of MERS®, or the two witnesses, found at; 10350 Park Meadows Drive, in Littleton, Colorado 80124.

[Intentionally left blank]

IV.
MERS® IS A STRAWMAN

177. For purpose of this action, MERS® shall also refer to MERSCORP and each and every shareholder of MERSCORP, who are either named hereinabove in the style of this case, or others which may be named as their identities are revealed.

178. MERS® is not a product of any law, statute or ordinance found in this country;

179. MERS® is an entirely fictional construct, inspired, designed, implemented, or employed by DEFENDANT *et al*;

180. MERS® is incorporated within the State of Delaware;

181. MERS® was first incorporated in Delaware in 1993, again in 1998;

182. MERS® is a wholly owned subsidiary of MERSCORP, Inc;

183. MERS® and MERSCORP's principal place of business is, at all times relevant, 1595 Spring Hill Road, Suite 310, Vienna, Virginia 22182;

184. MERS® operates a private national electronic registry that tracks beneficial interest and servicing rights associated with residential Mortgage-Loans and any changes in those interests or rights;

185. MERS® Members register loans and report transfers, foreclosures, and other changes to the status of residential Mortgage-Loans on the MERS® System;

186. Plaintiff, as Borrower unilaterally appointed MERS® on said Mortgage as Nominee and Mortgagee in favor of LEHMAN BROTHERS BANK FSB, in a very limited capacity, in name only as Mortgagee of record, for the benefit of the Beneficiary, who at all times relevant is acting for the benefit of the Grantor;

187. MERS® serves as Nominee for Plaintiff's mortgage by tacit Procuration; as,

188. MERS® did not accept said appointment as Nominee / Mortgagee of Plaintiff's Mortgage by indorsement, and there was no consideration involved;

189. MERS® is Lender's Nominee appointed by Plaintiff to act in a very limited capacity, to hold the mortgage lien interest, not to hold an interest in the mortgage lien;

190. MERS® holds legal title to the Mortgage, as Nominee for the beneficial interest of the Lender or Investor, Successor and Assignee thereof, but not for itself;

191. MERS® has no beneficial interest in Plaintiff's Mortgage;

192. MERS® is not a named party to Plaintiff's Promissory-Note;

193. No controversy exists between MERS® against Plaintiff in reference to the Mortgage in question;

194. Controversy does exist between this Plaintiff against MERS®, the wholly own subsidiary of MERSCORP, jointly or severally, with others named or yet to be named, created, or actively employ an Entity in which its business model acts in such a manner as a conduit to facilitate Fraud;

195. MERS® Members appear to be employing the MERS® system to hide who the Real-Party-in-Interest is; as,

196. not all Assignees are MERS® Members; and,

197. essential public land records is now becoming Private, contrary to the best interest of Plaintiff as a Home-Owner, and believe is contrary to Public Policy;

198. MERS® Members are encouraged not to record each assignment or negotiation of beneficial interest onto the Public record, *ergo* are financially rewarded by avoiding payment of the associated County recording fees;

199. MERS® claims that one of the advantages of its paperless systems is that mortgage liens become immobilized by MERS® continuing to hold said Mortgage lien, while beneficial interest may be negotiated between investors byway of indorsement and delivery amongst MERS®' Members;

200. MERS® claims that one of the advantages of its paperless systems is transfer of servicing rights from one MERS® Member to another MERS® Member; however,

201. Lender's priority is established by public notice, recording Plaintiff's Mortgage post-Closing within the county wherein Plaintiff's real-property lies;

202. Plaintiff's original Mortgagee is recorded under the name of MERS®, in this state's Constitutionally Created Office occupied by the Public's Registrar of Deeds;

203. subsequent off-record (intra-MERS®) acquisition of Plaintiff's debt will retain its original priority in the Public, with MERS® as Mortgagee of record; however,

204. MERS® is not truly Mortgagee unless the legal definition of Mortgagee has some new meaning Plaintiff is unaware of; because,

205. MERS® did not loan Plaintiff any money; and,

206. Plaintiff does not owe any money to MERS®;

207. MERS®, by its own admission does not store genuine documents or copies thereof neither Plaintiff's NOTE nor Mortgage;

208. MERS® can not be mortgagee because it has no enforceable right in the debt obligation securing the Mortgage; and,

209. MERS® will not suffer an injury should Plaintiff fail to make payments on the Mortgage; as such,

210. MERS® is Nominee a/k/a Strawman, not a true Mortgagee, but is acting for Mortgagee in name only; as such MERS® fails to fall within the four corners of the legal definition of "Mortgagee," *ergo* Plaintiff's property is not mortgaged to MERS®, not by agreement, Plaintiff unilaterally appointed MERS® as Mortgagee in name only for the benefit of LEHMAN BROTHERS BANK FSB;

211. MERS® is a Bankruptcy-Remote [*] special purpose vehicle;

212. MERS® holds no assets;

213. MERS® is Mortgagee of record for over thirty million active mortgages, valued in hundreds-of-billions;

214. MERS® based on its diminutive size and meager asset base is grossly undercapitalized to cover the potential liability stemming directly from its role as primary mortgagee on tens of millions of Mortgages;

215. MERS® is a Strawman; see **Landmark National Bank v. Kesler, 216 P.3d 158 (Supreme Court of Kansas, 2009)**.

216. MERS® is essentially a shell, ***alter ego*** of its Creator(s) or Members;

217. MERS® does not have any employees, or its so called employees are either shared with MERSCORP, or have a very close working relationship, as to appear as employees who work for the same Entity, as Personnel Policy emanates from a common source;

218. MERS® and MERSCORP have common Directors, or common Officers;

219. operations of MERS® and MERSCORP share a dependency; and,

220. MERSCORP wholly owns and dictates policy to, and of MERS®;

221. MERS® has twenty-thousand Certifying Officers;

222. MERS®' twenty-thousand Certifying Officers are not paid by MERS®;

223. MERS® system allegedly tracks the negotiation of beneficial interest and to what entity said NOTE is conveyed to, on its MILESTONE REPORT;

224. MERS®' MILESTONE REPORT is a computer retained record of each Assignor / Assignee transaction that took place on the Private system of MERS®; if,

225. Successor is a Member; and if,

226. Successor-Member up-dates the MERS® system with its transaction; as,

227. in regular course of business MERS® does not record each negotiation of Plaintiff's Promissory-NOTE, each successor Member is encouraged to do so;

228. MERS® system does not display the true identity of each Holder-in-Due-Course of Plaintiff's NOTE; because,

229. Non-MERS® Member as Successor-in-Interest can not up-date the current MERS® electronic registration system for lack of access, as such, no Notice of negotiated beneficial interest is recorded, *ergo*, Assignor will still appear on the MERS® system maintaining its position of priority, right title and interest, after conveyance of all right title and interest setover and delivered to Assignee;

230. in the event Successor-in-Interest is a MERS® Member and does up-date the current MERS® electronic registration system (MILESTONE REPORT) showing conveyance of beneficial interest, but lacks proper receipt for said Closing-Documents[*], opens the door to Double-Dipping.

231. Two or more affiliated businesses, like MERS® and MERSCORP constitute a "single employer" may be held jointly and severally liable for violations under the WARN Act. See WARN Act. **Pearson v. Component Tech. Corp., 247 F.3d 471, 478 (3d Cir. 2001)**.

V.
NATURE OF ACTION

232. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

233. This is a civil action for, *inter alia*, AURORA filing a sham Action against Plaintiff in Case Number 50 2009 CA 017057 XXXX MB Division AW, IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA, coming into Court with Unclean-Hands, *supra*;

234. Defendant AURORA comes into Court with what it claims is a copy of Plaintiff's Promissory-NOTE, which is a Forgery, U.C.C. §3-302; as,

235. Plaintiff's signature is not found on AURORA's copy of the alleged copy of Plaintiff's NOTE in question (AURORA's Exhibit);

236. Plaintiff denies the signature found on AURORA's copy of the alleged NOTE is authentic, U.C.C. §3-308.

237. Possible violation of Title 11, 28 U.S.C. §157 *et seq.*; alternatively Intrinsic Fraud; as,

238. MERS® byway of its alleged Certifying Officers (non-Attorneys) is informing the Court MERS® *et al.* verified an Assignment of Plaintiff's property contemporaneously with a Bankruptcy proceeding, did do so twice; also,

239. Plaintiff complains MERS® *et al.*, colorably assigned a Mortgage MERS® has no legal, or equitable interest in, did do so twice;

240. Plaintiff complains MERS® *et al.*, colorably assigned Plaintiff's NOTE in which MERS® has no beneficial interest, did do so twice; whereby,

241. MERS® own operational procedures manual and corporate by-laws preclude MERS® from transferring a Beneficial-Interest;

242. Plaintiff complains MERS® *et al.* seemingly assigned Power-of-Attorney to AURORA without the legal capacity to do so, absent Power-of-Attorney or similar authorization from Grantor, to Lender, its successor, or assignee thereof, to MERS®.

243. Unjust Enrichment, whereby AURORA as a Third-Party-Debt-Collector, allegedly purchased Plaintiff's debt for Ten (10) Federal Reserve Notes ("FRN"), seeking to foreclose on a NOTE-Mortgage / Home, value thereof Six-Hundred-and-Fifty-Thousand ($650,000.00), of which AURORA has already collected Eighty-One-Thousand-One-Hundred-Thirty, 76/100 ($81,130.76);

244. Usury, Lex Anastasiana §369, based on AURORA's purchase price, is actually due Ten FRNs, "...and other good and valuable consideration" (to be discovered), plus lawful interest thereon, if vindicated; however,

> In a Debtor's RICO action against its creditor, alleging that the creditor had collected an unlawful debt, an interest rate (where all loan charges were added together) that exceeded, in the language of the RICO Statute, "twice the enforceable rate." The Court found no reason to impose a requirement that the Plaintiff show that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation. The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. **Durante Bros. & Sons, Inc. v. Flushing Nat 'l Bank. 755 F2d 239, Cert. denied, 473 US 906 (1985).**

245. AURORA was represented by a law Firm in each of the herein above mentioned legal Actions knew AURORA is not the original Lender, lacked Standing at commencement, *ergo* fabricated an untimely colorable assignment, absent a legal foundation, filed said Assignment with the Clerk of the Court in order to show proof of an interest in Plaintiff's property, is an act of Intrinsic Fraud, did do so twice;

246. Attorney of record knew, or should have known by creating the Lis Pendens in Case NO. 09 CA 017057, AURORA lacked Standing at inception, filed a frivolous Action, did do so because over ninety percent of foreclosures are uncontested and why pay the recording fees on an Assignment if the case is uncontested; however,

247. AURORA is attempting to commit an act of Larceny against Plaintiff, using a corrupt law Firm to facilitate said Larceny using the justice system, taking for a fee;

248. AURORA slandered Plaintiff's Title;

249. AURORA is Double-Dipping;

250. AURORA violated the FDCPA, Title 15 U.S.C. § 1692 *et seq*;

251. AURORA Defamed Plaintiff's Character providing un-verified information to third party reporting agencies;

252. AURORA has damaged Plaintiff's credit;

253. Mental Anguish or Emotional Distress caused by AURORA *et al*;

254. Defendant LEHMAN BROTHERS BANK FSB steered Plaintiff into an Investment-Contract as an undisclosed investor, third-party-Beneficiary using Plaintiff's NOTE same as money, to finance said Investment-Company;

255. Plaintiff holds a Possessory-Interest in the NOTE a/k/a Security a/k/a BOND, or any instrument stemming from the NOTE;

256. AURORA's violation of Telephone Consumer Protection Act (TCPA) of 1991;

257. AURORA's violation of SECURITIES ACT OF 1933 – 1934;

258. Trustee, ASSOCIATES LAND TITLE INC's violation of Title 12 U.S.C. §1813 (L)(1), as a co-conspirator to commit an Act of Larceny, failed to provide a receipt to Plaintiff at Closing for the Promissory-NOTE / Money[*], *ergo* concealed it;

259. DEFENDANT's use of MERS® as part of its on going criminal enterprise, as an artifice or Strawman;

260. Foreign-Unincorporated-Association founded in the State of New York, LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-11 holding Plaintiff's alleged debt, is not a person as that term is defined under Florida law; See Florida Code (2005) Chapter 622 *et seq*.

261. Plaintiff complains of Notarial Misconduct, dereliction of duty is alleged, causing Plaintiff financial harm, Mental Anguish and Emotional Distress;

262. Varies types of Fraud, including but not limited to, mail fraud, wire fraud, mortgage fraud, civil fraud, intrinsic fraud, extrinsic fraud, collateral fraud, and constructive fraud; furthermore,

263. Plaintiff complains Lender, its Successor, or Assignee thereof did not present Plaintiff a Notice of Breach prior to acceleration, pursuant to paragraph 22 of the Mortgage Instrument; and,

264. Plaintiff seeks Recoupment.

VI.
FACTUAL ALEGATIONS

265. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

266. Between July 1st 2006 and July 31st 2006 certain Verified Controlling-Documents[*] were executed between the following parties, LEHMAN BROTHERS BANK FSB, as the Originator, LEHMAN BROTHERS HOLDINGS INC, as the Seller, STRUCTURED ASSET SECURITIES CORPORATION, as the Purchaser / Depositor, LASALLE BANK NATIONAL ASSOCIATION as the Trustee, AURORA LOAN SERVICES LLC as the Servicer, created, in part, an Unincorporated-Association, commonly referred to as a Trust, a/k/a REMIC, which required Plaintiff's NOTE and the NOTEs of others similarly situated for its very existence, whether Plaintiff was cognizant of this fact at that time or not;

267. One such Verified Controlling-Document of said REMIC (LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11), on file with the Securities and Exchange Commission, is titled MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT, dated as of July 1, 2006, by and between LEHMAN BROTHERS HOLDINGS INC, as seller, executed by Michael Hitzmann; and for,

268. STRUCTURED ASSET SECURITIES CORPORATION, as Purchaser or Depositor, executed by Ellen V. Kiernan;

269. LEHMAN BROTHERS BANK FSB was not a signatory to said MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT, as it already consigned all right, title and interest of Plaintiff's Wet-Promissory-NOTE[*] over to LEHMAN BROTHERS HOLDINGS INC at Closing, as a presale, articulated within said MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT, see Section 1.01, Sale of Mortgage Loans *infra*;

270. Concurrent with execution of said MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT was execution of a Verified Controlling-Document titled "TRUST AGREEMENT";

271. Controlling-Document titled "TRUST AGREEMENT," dated July 1st 2006, on file with the Securities and Exchange Commission, in part, created a Foreign (New York) Unincorporated-Association titled LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, executed by Ellen V. Kiernan for STRUCTURED ASSET SECURITIES CORPORATION;

272. This Controlling-Document titled TRUST AGREEMENT is executed by Susan L. Feld for LASALLE BANK NATIONAL ASSOCIATION as Trustee, in trust for the Beneficiary;

273. This Controlling-Document titled TRUST AGREEMENT, executed by Jerald W. Dreyer for AURORA LOAN SERVICES LLC, as Servicer or Master-Servicer, whereby AURORA acquired Superior-Knowledge[*];

274. This Controlling-Document titled TRUST AGREEMENT executed by Michael Hitzmann for LEHMAN BROTHERS HOLDINGS INC, is executed solely for purposes of Section 11.15, Transfer of Servicing (rights);

275. Concurrent with execution of said MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT, TRUST AGREEMENT, is a Verified Controlling-Document, on file with the Securities and Exchange Commission, titled "SERVICING AGREEMENT" entered into as of July 1st 2006, by and among LEHMAN BROTHERS HOLDINGS INC., as Seller and AURORA LOAN SERVICES LLC, in its capacity as primary Servicer, and AURORA LOAN SERVICES LLC, in its capacity as Master Servicer under the TRUST AGREEMENT.

276. Defendant AURORA LOAN SERVICES LLC is designated as Plaintiff's Servicer, or Master Servicer, duties to commence on or after November 15th 2006 (post-Closing); See "Exhibit F" hereto attached and incorporated herein by reference wherein is found this following statement; ***"The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan."***

277. LEHMAN BROTHERS BANK FSB sold or assigned, setover its right to Service Plaintiff's debt to AURORA, gave Plaintiff NOTICE to that effect but did not give NOTICE to Plaintiff as to a change of Creditor [2], §559.715; as such,

278. Discharge of debt, rescission of Limited-Power-of-Attorney or any and all negotiation which took place between Plaintiff and LEHMAN BROTHERS BANK FSB prior to its Bankruptcy is in full force and effect; as,

279. Plaintiff discharged and finalized negotiations with LEHMAN BROTHERS BANK FSB in good faith, not cognizant as to a change in Legal-Title to Plaintiff's Debt-Obligation or Mortgage-Loan; whereby,

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[2]

Regulation Z; Sec. 226.39 Mortgage transfer disclosures.

(a) Scope. The disclosure requirements of this section apply to any covered person except as otherwise provided in this section. For purposes of this section:

(1) A "*covered person*" means any person, as defined in § 226.2(a)(22), that becomes the owner of an existing mortgage loan by acquiring legal title to the debt obligation, whether through a purchase, assignment or other transfer, and who acquires more than one mortgage loan in any twelve-month period. For purposes of this section, a servicer of a mortgage loan shall not be treated as the owner of the obligation if the servicer holds title to the loan, or title is assigned to the servicer, solely for the administrative convenience of the servicer in servicing the obligation.

(2) A "mortgage loan" means any consumer credit transaction that is secured by the principal dwelling of a consumer.

(b) Disclosure required. ... any person that becomes a covered person as defined in this section shall mail or deliver the disclosures required by this section to the consumer on or before the 30th calendar day following the acquisition date. If there is more than one covered person, only one disclosure shall be given and the covered persons shall agree among themselves which covered person shall comply with the requirements that this section imposes on any or all of them.

280. NOTICE to Plaintiff as to a change of Creditor is a condition precedent to the collection of said debt by said Creditor following such an assignment, applies on its face to all entities receiving an assignment of consumer debt; the term "consumer debt" is defined broadly; see Section 559.55(1), Fla. Stat.

281. Defendant, AURORA LOAN SERVICES LLC, at all times relevant, indicated it was collecting a debt purportedly owed by Plaintiff to LEHMAN BROTHERS BANK FSB, not to MERS®, the alleged Mortgagee.

282. When LEHMAN BROTHERS BANK FSB sold its right, title and interest in Plaintiff's Mortgage Loan to LEHMAN BROTHERS HOLDINGS INC which was subsequently sold to STRUCTURED ASSET SECURITIES CORPORATION, which was subsequently conveyed to LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, Plaintiff did not receive Notice as to a change of Creditor to Plaintiff's Debt-Obligation or Mortgage-Loan.

283. Plaintiff, as Borrower a/k/a Grantor, at Closing, unilaterally appointed MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC as Nominee for LEHMAN BROTHERS BANK FSB, to act in a very limited capacity, in name only, as Mortgagee of record, for the benefit of LEHMAN BROTHERS BANK FSB, who at all times relevant is acting for the benefit of the Grantor; however,

284. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. did not accept Borrower's unilateral appointment as Nominee nor Mortgagee by indorsement [3], and said appointment came about without any consideration;

285. AURORA LOAN SERVICES LLC on May 15th 2009 filed a foreclosure action in its own name, for its own benefit, claiming to be the Real-Party-in-Interest in Plaintiff's NOTE-Mortgage, Case Number 09 CA 017057, in the Fifteenth Judicial Circuit;

286. Plaintiff timely filed a MOTION TO DISMISS based on procedure, issues of common-law, Standing and AURORA's claim to a Lost-NOTE;

287. to the day, one year later, without any intervening activity [4], AURORA held a Hearing on its MOTION FOR LEAVE TO FILE AMENDED COMPLAINT;

288. attached to AURORA LOAN SERVICES LLC's Un-Verified AMENDED COMPLAINT mailed on or shortly after May 6th 2010, is an Exhibit titled CORPORATE ASSIGNMENT OF MORTGAGE, executed by THEODORE SCHULTZ, as Vice-President of MERS®;

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[3] To declare Plaintiff as borrower, lacks the capacity to nominate or include a third party to enter into an agreement between the party of the first part and party of the second part without third party's indorsement to said agreement.

[4] While Plaintiff's MOTION TO DISMISS is pending in Case Number 09 CA 017057, AURORA did file a computer generated boiler-plate Motion for Summary Judgment, which was never called for a Hearing, as it was a frivolous filing *ab initio,* as there is a genuine issue of material fact yet unresolved, furthermore AURORA knew it failed to satisfy Fla.R.Civ.P. 1.510(e).

289. THEODORE SCHULTZ, Vice-President of MERS® is also Assistant Vice President of AURORA LOAN SERVICES LLC, at all times relevant herein;

290. AURORA LOAN SERVICES LLC, at all times relevant herein, is a subsidiary of LEHMAN BROTHERS BANK FSB prior to its Bankruptcy;

291. THEODORE SCHULTZ acting in the capacity of Vice-President of MERS® Nominee for LEHMAN BROTHERS BANK, FSB, (while in Bankruptcy) assigned the Mortgage and NOTE to AURORA LOAN SERVICES LLC, executed June 8th 2009, violating the automatic stay Order pursuant to Title 11 U.S.C. Section 362(a)(4), if LEHMAN BROTHERS BANK FSB was the Real-Party-in-Interest, but the Verified evidence indicates otherwise;

292. THEODORE SCHULTZ, acting in the capacity as Vice-President of MERS®, allegedly assigned Plaintiff's NOTE to Defendant AURORA, without explanation as to where, when or who it acquired said NOTE from, as MERS® is not a party to the Note and the record is barren of any representation that MERS®, purported Assignor, had any authority to take any action with respect to the Note; See "Exhibit H" hereto attached and incorporated herein by reference; furthermore,

293. MERS® lacks the legal capacity to assign Beneficial Interest in Plaintiff's debt pursuant to MERS® corporate charter.

294. Assignment is but a legal looking document created from whole-cloth for evil purposes, one of which is to commit an act of Larceny against Plaintiff;

295. THEODORE SCHULTZ, acting in the capacity as Vice-President of MERS®, nominee for the Lender, lacks the legal capacity to assign said Mortgage as MERS® does not Hold a beneficial interest in said Mortgage, irrespective of the fact said Mortgage designates MERS® as Mortgagee of record; see **LaSalle Bank Nat. Ass'n v. Lamy, 824 N.Y.S.2d 769, 2006 WL 2251721 (Sup.2006)**.

296. MERS® can not act without a Power-of-Attorney, or similar authorization in writing from the Real-Party-in-Interest, MERS® lacks the legal capacity to do anything with respect to said Mortgage, however seemingly assigned both Mortgage and NOTE; and,

297. colorable Assignment of Plaintiff's NOTE-Mortgage was recorded by Defendant AURORA in Palm Beach county Florida, the state's constitutionally created Office occupied by the Public's Registrant; first such colorable assignment recorded on June 11th 2009 and then recorded a second such Assignment September 24th 2009, clouding Plaintiff's Title ergo Slandering Plaintiff's Title; see 15 USC 1692(e).

298. both colorable assignments mentioned above were executed in an untimely manner, denying AURORA standing at the inception of both cases, *supra*; see **Progressive Exp. Ins. Co. v. McGrath Community Chiropractic, 913 So.2d 1281 (Fla. 2nd DCA 2005)**; further,

299. both colorable assignments mentioned above, is recorded without an utterance as to any evidence assigning Power-of-Attorney, or similar authorization, See Title XLVI Section 817.02 Fla. Stat., under CRIMES.

300. First colorable assignment executed by JOANN REIN, July 9th 2008, as Vice-President, when recorded (June 11th 2009) is to be returned to; Joann Rein, AURORA LOAN SERVICES, P.O. Box 1706, Scottsbluff, NE 69363-1706; See "Exhibit A" colorable Assignment attached thereto, (September 15th 2008, upon LEHMAN *et al* filing chapter 11 any Assignment / negotiation must fall under Judicial review); and,

301. second colorable assignment executed by THEODORE SCHULTZ, June 8th 2009, "Exhibit H" hereto attached and incorporated herein by reference, once recorded (September 24th 2009) is to be returned to; ASSIGNMENT PREP, AURORA LOAN SERVICES, P.O. Box 1706, Scottsbluff, NE 69363-1706;

302. Assignor, MERS® Inc, acting as Nominee for LEHMAN BROTHERS BANK FSB, its Successors and Assigns, gave its address as seen on one of the assignments as "3300 S.W. 34TH AVENUE, SUITE 101, OCALA, FL 34474."

303. Neither MERS® nor LEHMAN BROTHERS BANK FSB ever resided at 3300 S.W. 34th AVENUE, SUITE 101, OCALA, FL 34474, at any time relevant to this action; however,

304. ELECTRONIC DATA SYSTEMS CORPORATION is located at 3300 S.W. 34th AVENUE, SUITE 101, OCALA, FL 34474, at all times relevant to this action.

305. Plaintiff, in response to said colorable assignment, timely filed MOTION TO DISMISS AMENDED COMPLAINT on May 28th 2010, in part, issue of Standing and failure to Verify Amended Complaint, Rule 1.110(b), filed after February 11, 2010;

306. over ten (10) months have passed since May 28th 2010 with no activity on file;

307. March 29th Notice of Failure to Prosecute has been filed by Plaintiff under state statute, in that case; alternatively,

308. Case Number 09-CA-017057 will ultimately be Dismissed for Lack-of-Standing on the date of commencement, ***sine qua non*** of foreclosure; whereby,

309. both colorable assignments setover to AURORA is executed and recorded post-commencement, (not taking into consideration the fact LEHMAN BROTHERS BANK FSB as alleged Assignor did presale Plaintiff's NOTE-Mortgage to a third-party *ab initio*); and,

310. considering the fact LEHMAN BROTHERS BANK FSB at time of inception (Case Number 09-CA-017057, May 15th 2009) already filed for Bankruptcy protection under Title 11, September 15th 2008; and,

311. Attorney of record is the Law Offices of DAVID J. STERN P.A., is under criminal investigation by Florida's Attorney General;

312. Law Offices of DAVID J. STERN P.A., is found in Pasco County Florida manufacturing false documents in a foreclosure case, whereby did commit a Fraud in that Court pursuant to a written opinion. **U.S. Bank, N.A. v. Harpster (51-2007-CA-6684ES) (2010)**;

313. David James Stern Esquire, Public Reprimand 25th October 2002, by Supreme Court of Florida, before the board of governors of the Florida BAR, warned David James Stern's future misconduct will affect his privilege to practice law; however,

314. Parties are bound by the formal admissions of their Attorney in an Action.

315. Pursuant to the TRUST AGREEMENT on the Closing-Date of July 31st 2006 STRUCTURED ASSET SECURITIES CORPORATION did acquire Book-Entry Certificates held by and through the Depository Trust Company ("DTC") in consideration for STRUCTURED ASSET SECURITIES CORPORATION transferring of all its right title and interest in Plaintiff's Wet-Mortgage-Loan [*] and other property constituting the Trust Fund, setover to LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, *infra*; See 17 CFR § 230.191.

316. DTC acts like a clearinghouse to settle trades in corporate and municipal securities and is the Registered-Owner of Plaintiff's alleged debt by hypothecation;

317. DEPOSITORY TRUST & CLEARING CORPORATION ("DTCC") was established in 1999 as a holding company to combine the DTC, National Securities Clearing Corporation, Mutual Securities Clearing Corp, and the Government Securities Clearing Corporation;

318. DTCC was set up to provide an efficient and safe way for buyers and sellers of securities to make their exchange, and thus clear and settle transactions;

319. DTCC also provides central custody of securities;

320. DTC is owned by many companies in the financial industry, with the New York Stock Exchange being one of its largest shareholders;

321. STRUCTURED ASSET SECURITIES CORPORATION is the securitization arm of LEHMAN BROTHERS HOLDINGS Inc;

322. On the Closing-Date of July 31st 2006, Special-Purpose-Vehicle STRUCTURED ASSET SECURITIES CORPORATION is Beneficiary of Nine-Hundred-Fifteen-Million-Four-Hundred-Seventy-Five-Thousand-Seven-Hundred-Seventy-Eight 00/100 ($915,475,778.00) in DTC Book-Entry Certificates, to be sold to investors;

323. Investor transacts Trust-Certificate sales / trades within the corporate UNITED STATES are all cleared through CEDE & Co., as nominee of the DTC.

324. September 29th 2006 Plaintiff signs a NOTE-Mortgage in favor of Defendant LEHMAN BROTHERS BANK, FSB;

325. Defendant LEHMAN BROTHERS BANK FSB knew for months prior to Plaintiff's Closing that, its presale of Plaintiff's NOTE to LEHMAN BROTHERS HOLDINGS INC was done with the expressed intention of securitizing Plaintiff's Wet-Mortgage-Loan once executed, based on the Verified Controlling-Documents filed with the Securities and Exchange Commission, July 2006;

326. this material fact of securitizing Plaintiff's NOTE, and its presale was not disclosed to Plaintiff, before, or at Closing; and,

327. concurrent with Plaintiff executing the Wet-Mortgage-Loan, right, title and interest to said negotiated Wet-Mortgage-Loan was conveyed to LEHMAN BROTHER HOLDINGS INC, with AURORA's right to Service same, in conjunction with said TRUST AGREEMENT.

328. LEHMAN BROTHERS BANK, FSB is not the True-Lender, as the Wet-Mortgage-Loan was presale using MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT as a Forward-Contract [*];

329. LEHMAN BROTHERS BANK, FSB is a Nominal-Lender [*], in name only, without right title nor interest at Closing, before the ink dried on Plaintiff's once wet ink signature;

330. NOTE reads, in part; ***"I understand that the Lender may transfer this Note."*** (The word "may" imply some future event which has not yet occurred.)

331. Plaintiff did not understand at that time, nor informed the Wet-Mortgage-Loan was in fact already negotiated away, before the ink dried;

332. Presale of Plaintiff's NOTE is in conflict with what Plaintiff was lead to believe; as Plaintiff was informed (by broker) once the debt was discharged said Promissory-NOTE would be returned as the NOTE was held as a Special-Deposit; as has been the custom in this Country for Hundreds of years prior to securitization; as,

333. Plaintiff holds a Possessory-Interest in said Promissory-NOTE; it appears,

334. Plaintiff was steered into an Investment-Contract, without Plaintiff's knowledge, or consent;

335. Plaintiff has discovered and contends to be an undisclosed investor upon the presale of the NOTE, which created, in part, the foundation of an Investment-Company;

336. Plaintiff is a Third-Party-Beneficiary [*] under the TRUST AGREEMENT by externality; see **HORACE vs. LASALLE BANK N.A.** (**March 2011**).

337. For purposes of the Securities Act, an investment-contract (undefined by the Act) means a contract, transaction, or scheme whereby a person invests his money in a common enterprise and is led to expect profits solely from the efforts of the promoter or a third party, it being immaterial whether the shares in the enterprise are evidenced by formal certificates or by nominal interests in the physical assets employed in the enterprise;

338. Investment-Contract, embodies a flexible, rather than a static, principle, one that is capable of adaptation to meet the countless and variable schemes devised by those who seek the use of the money of others on the promise of profits;

339. Novel, uncommon, or irregular devices, whatever they appear to be, are also reached if it be proved as matter of fact that they were widely offered or dealt in under terms or courses of dealing which established their character in commerce as investment contracts, or as any interest or instrument commonly known as a security;

340. Novel, uncommon, or irregular devices, whatever they appear to be are reachable within said MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT, in conjunction with the TRUST AGREEMENT, and SERVICING AGREEMENT, dated as of July 1st 2006. See **SEC v. HOWEY CO., 328 U. S. 293 (1946)**;

341. DEFENDANT acting jointly or severally, devised a scheme whereby MERS® could obscure the fact Plaintiff's NOTE would ultimately become a collateralized interest in Mortgage-Backed Securities, hypothecated for Trust-Certificates issued by the DTC, sold by CEDE & Co, or its authorized agent to investors for an instant gain;

342. Plaintiff's NOTE is recognized by the State of Florida, and the U.C.C. as a Security, premises considered, falls within four corners of this term, Investment-Contract;

343. Investment-Company, LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, is founded on Grantor's corpus [*].

344. Found Plaintiff was steered into an Investment-Contract, as an undisclosed investor, is a material fact which significantly alters the landscape (no meeting of the minds), Defendant LEHMAN BROTHERS BANK FSB or ASSOCIATES LAND TITLE, Inc, if had a duty to speak and disclose at Closing, their silence is Fraud; See **U.S. v. Tweel 550 F. 2d. 297, 299, 300 (1977)**; as,

345. the true nature of a transaction depends upon the intention of the parties;

346. Plaintiff, as an undisclosed investor, Third-Party-Beneficiary is entitled to Recoupment, and is entitled to share in the profit generated from said investment-contract;

347. Recoupment, compensative with the value placed on Plaintiff's Transaction-Account a/k/a Demand-Deposit, on the Liability side of the Bank's / Investor's Books, as the source of the money which funded the investment scheme, *ab initio*.

348. Plaintiff points to the Verified public documents filed with the Securities and Exchange Commission, namely the "TRUST AGREEMENT," which clearly articulates Chain-of-Title to Plaintiff's NOTE-Mortgage;

349. Verified disclosure under said TRUST AGREEMENT indicates Defendant AURORA is "Double-Dipping;" as,

350. Registered-Holder of this debt in question is LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11's Trustee, in Trust for the Certificate-Holder, pursuant to the law of the case, TRUST AGREEMENT; and,

351. Investor(s) purchased all right, title and interest to said debt, held as the collateral interest in certain Mortgage-Backed Securities, control over which is immobilized in said Trust, pursuant to the Controlling-Documents, in part as follows;

352. This TRUST AGREEMENT ("Trust Agreement"), dated as of July 1, 2006 (the "Agreement"), is by and among STRUCTURED ASSET SECURITIES CORPORATION, a Delaware corporation, as depositor (the "Depositor"), AURORA LOAN SERVICES LLC, as master servicer (the "Master Servicer"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as trustee (the "Trustee").

PRELIMINARY STATEMENT

The Depositor has acquired the Mortgage Loans from the Seller, and at the Closing Date is the owner of the Mortgage Loans and the other property being conveyed by it to the Trustee hereunder for inclusion in the Trust Fund. On the Closing Date, the Depositor will acquire the Certificates from the Trust Fund as consideration for its transfer to the Trust Fund of the Mortgage Loans and the other property constituting the Trust Fund. The Depositor has duly authorized the execution and delivery of this Agreement to provide for the conveyance to the Trustee of the Mortgage Loans and the other property constituting the Trust Fund. All covenants and agreements made by the Seller in the Mortgage Loan Sale Agreement and by the Depositor, the Master Servicer and the Trustee herein with respect to the Mortgage Loans and the other property constituting the Trust Fund are for the benefit of the Holders from time to time of the Certificates and to the extent provided herein, the Swap Counterparty. The Depositor, the Trustee and the Master Servicer are entering into this Agreement, and the Trustee is accepting the Trust Fund created hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

[Notice needs be taken here, that this disclosure above; ***"The Depositor has acquired the Mortgage Loans from the Seller..."*** this excerpt from the TRUST AGREEMENT dated July 1st 2006 is Ninety (90) days prior to the day upon which Plaintiff's NOTE-Mortgage was executed, thereafter NOTE-Mortgage is to be conveyed to said Trust, which is Sixty (60) days after STRUCTURED ASSET SECURITIES CORPORATION is Beneficiary of Nine-Hundred-Fifteen-Million-Four-Hundred-Seventy-Five-Thousand-Seven-Hundred-Seventy-Eight 00/100 ($915,475,778.00) in DTC Book-Entry Certificates, to be sold to investors, collateralized interest founded upon hypothecation of Plaintiff's Wet-Mortgage-Loan, and those of others similarly situated].

[Intentionally left blank]

VII.
VERIFIED DOCUMENTED CHAIN OF TITLE

353. September 29th 2006 Plaintiff did execute a NOTE-Mortgage in favor of LEHMAN BROTHERS BANK FSB, and then setover said NOTE-Mortgage;

354. Plaintiff at time of Closing unilaterally appointed MERS® as Mortgagee of record, but MERS® did not accept said appointment by indorsement, nor did any consideration attach thereto;

355. Mortgage is recorded on October 11th 2006, in Palm Beach County Florida, wherein lies Plaintiff's real-property;

356. July 1st 2006 (prior to the execution of the NOTE-Mortgage) an agreement is reached titled "MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT" which is a sold-foreword-contract, presale;

357. MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT is executed by Michael Hitzmann, as Authorized Signatory for LEHMAN BROTHERS HOLDINGS INC;

358. MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT, for STRUCTURED ASSET SECURITIES CORPORATION is executed by Ellen V. Kiernan, Senior Vice President;

359. AURORA is not a Signatory to this written agreement titled MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT;

360. MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT filed with the Securities and Exchange Commission, attest, in pertaining parts, as follows;

http://www.sec.gov/Archives/edgar/data/1369175/000114420406034039/v050359_ex99-1.htm

> This MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT, dated as of July 1, 2006 (the "Agreement"), is executed by and between LEHMAN BROTHERS HOLDINGS INC ("Holdings" or the "Seller") and Structured Asset Securities Corporation (the "Depositor").
>
> WHEREAS, LEHMAN BROTHERS BANK, FSB (the "Bank"), pursuant to the following specified mortgage loan purchase and warranties agreements (each a "Bank Transfer Agreement," and together with the LBH Transfer Agreement, the "Transfer Agreements"), has purchased or received from certain transferors identified below (each a "Bank Transferor," and together with the LBH Transferor, the "Transferors") certain mortgage loans, each identified on the Mortgage Loan Schedule attached hereto as part of Schedule A (collectively, the "Bank Transferred Mortgage Loans" and, together with the LBH Transferred Mortgage Loans, the "Transferred Mortgage Loans"):
>
> WHEREAS, in addition to the Bank Transferred Mortgage Loans, the Bank has directly underwritten and funded certain mortgage loans originated by AURORA LOAN SERVICES LLC and other correspondents or otherwise purchased certain mortgage loans identified on the Mortgage Loan Schedule attached hereto as Schedule B (the "Bank Originated Mortgage Loans" and, together with the Bank Transferred Mortgage Loans, the "Bank Mortgage Loans," and the Bank Mortgage Loans, together with the LBH Transferred Mortgage Loans, collectively referred to hereinafter as the "Mortgage Loans");

WHEREAS, pursuant to an assignment and assumption agreement (the "**Assignment and Assumption Agreement**"), dated as of July 1, 2006, between **the Bank**, as **assignor**, and the **Seller**, as **assignee**, **the Bank has assigned all of its right, title and interest** in and to the foregoing Bank Transfer Agreements and related Mortgage Loans as listed on Schedule A, in the case of Bank Transferred Mortgage Loans, or **Schedule B**, in the case of the **Bank Originated Mortgage Loans**, and the **Seller has accepted the rights and benefits of**, and assumed the obligations of the Bank under, the Bank Transfer Agreements; [**emphasis added**]

WHEREAS, the **Seller desires to sell**, **without recourse, all of its rights, title and interest** in and to the **Mortgage Loans to the Depositor**, assign all of its rights and interest under each Transfer Agreement and each Servicing Agreement relating to the Mortgage Loans referred to above, other than any servicing rights retained by the Seller hereunder, and delegate all of its obligations thereunder, to the Depositor; [**emphasis added**] and

WHEREAS, the Seller and the Depositor acknowledge and agree that the **Depositor will convey** the **Mortgage Loans to a Trust Fund** created pursuant to the Trust Agreement, **assign all of its rights** and delegate all of its obligations hereunder **to the Trustee for the benefit of the Certificateholders**, and that each reference herein to the Depositor is intended, unless otherwise specified, to mean the **Depositor or the Trustee, as assignee**, whichever is the **owner of the Mortgage Loans** from time to time. [**emphasis added**]

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Seller and the Depositor agree as follows:

ARTICLE I.

CONVEYANCE OF MORTGAGE LOANS

Section 1.01. **Sale of Mortgage Loans.**

(a) Sale of Mortgage Loans. Concurrently with the execution and delivery of this Agreement, the Seller does hereby transfer, assign, setover, deposit with and otherwise convey to the Depositor, without recourse, subject to Sections 1.03 and 1.04, all the right, title and interest of the Seller in and to the Mortgage Loans identified on Schedules A and B hereto, having an approximate aggregate principal balance of **$710,883,174.03**. Such conveyance includes, without limitation, the right to all distributions of principal and interest received on or with respect to the Mortgage Loans on and after the Cut-off Date, other than payments of principal and interest due on or before such date, and all such payments due after such date but received prior to such date and intended by the related Mortgagors to be applied after such date, all Prepayment Charges received on or with respect to the Mortgage Loans on or after the Cut-off Date, together with all of the Seller's right, title and interest in and to each related account and all amounts from time to time credited to and the proceeds of such account, any REO Property and the proceeds thereof, the Seller's rights under **any Insurance Policies** relating to the Mortgage Loans, the Seller's security interest in any collateral pledged to secure the Mortgage Loans, including the Mortgaged Properties, and any proceeds of the foregoing.

Concurrently with the execution and delivery of this Agreement, the Seller hereby assigns to the Depositor all of its rights and interest under each **Transfer Agreement** and each Servicing Agreement, other than any servicing rights retained thereunder, and delegates to the Depositor all of its obligations thereunder, to the extent **relating to the Mortgage Loans**. The Seller and the Depositor further agree that this Agreement incorporates the terms and conditions of any assignment and assumption agreement or other assignment document required to be entered into under any of the Transfer Agreements (any such document an "Assignment Agreement") and that this Agreement constitutes an Assignment Agreement under such Transfer Agreement, and the Depositor hereby assumes the

obligations of the assignee under each such Assignment Agreement. Concurrently with the execution hereof, the Depositor tenders the purchase price set forth in that certain Terms Letter dated as of the date hereof, the form of which is attached as Exhibit B hereto (the "Purchase Price"). The Depositor hereby accepts such assignment and delegation, and shall be entitled to exercise all the rights of the Seller under each Transfer Agreement and each Servicing Agreement, other than any servicing rights thereunder, as if the Depositor had been a party to each such agreement.

(b) Schedules of Mortgage Loans. The Depositor and the Seller have agreed upon which of the Mortgage Loans owned by the Seller are to be purchased by the Depositor pursuant to this Agreement and the Seller will prepare on or prior to the Closing Date a final schedule describing such Mortgage Loans (the "Mortgage Loan Schedule"). The Mortgage Loan Schedule shall conform to the requirements of the Depositor as set forth in this Agreement and to the definition of "Mortgage Loan Schedule" under the Trust Agreement. The Mortgage Loan Schedule attached hereto as Schedule A specifies those Mortgage Loans that are Transferred Mortgage Loans and the Mortgage Loan Schedule attached hereto as Schedule B specifies those Mortgage Loans that are Bank Originated Mortgage Loans, each of which categories of Mortgage Loans have been assigned by the Bank to the Seller pursuant to the Assignment and Assumption Agreement.

Section 1.02. **Delivery of Documents.** [5]

(a) In connection with such transfer and assignment of the Mortgage Loans hereunder, the Seller shall, at least three (3) Business Days prior to the Closing Date, deliver, or cause to be delivered, to the Depositor (or its designee) the documents or instruments with respect to each Mortgage Loan (each a "Mortgage File") so transferred and assigned, as specified in the related Transfer Agreements or Servicing Agreements.

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[5] **Closing date is July 31st 2006; Plaintiff's Mortgage Loan was executed on September 29th 2006.**

(b) For Mortgage Loans (if any) that have been prepaid in full on or after the Cut-off Date and prior to the Closing Date, the Seller, in lieu of delivering the related Mortgage Files, herewith delivers to the Depositor an Officer's Certificate which shall include a statement to the effect that all amounts received in connection with such prepayment that are required to be deposited in the Collection Account maintained by the Master Servicer for such purpose have been so deposited.

Section 1.03. **Review of Documentation.**
The Depositor, by execution and delivery hereof, acknowledges receipt of the Mortgage Files pertaining to the Mortgage Loans listed on the Mortgage Loan Schedule, subject to review thereof by Wells Fargo Bank National Association, LaSalle Bank National Association, Deutsche Bank National Trust Company and U.S. Bank National Association as applicable (each, a "Custodian" and, together, the "Custodians"), for the Depositor. Each Custodian is required to review, within 45 days following the Closing Date, each applicable Mortgage File. If in the course of such review the related Custodian identifies any Material Defect, the Seller shall be obligated to cure such Material Defect or to repurchase the related Mortgage Loan from the Depositor (or, at the direction of and on behalf of the Depositor, from the Trust Fund), or to substitute a Qualifying Substitute Mortgage Loan therefor, in each case to the same extent and in the same manner as the Depositor is obligated to the Trustee and the Trust Fund under Section 2.02I of the Trust Agreement.

361. Aggregate Scheduled Principal Balance of Mortgaged NOTEs sold by STRUCTURED ASSET SECURITIES CORPORATION to LASALLE BANK NATIONAL ASSOCIATION's Trustee in trust for the benefit of Certificate-Holder, identified within the MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT, recorded with the Securities and Exchange Commission is approximately Seven-Hundred-Ten-Million-Eight-Hundred-Eighty-Three-Thousand-One-Hundred-Seventy-Four 03/100

(**$710,883,174.03**), exchanged by STRUCTURED ASSET SECURITIES CORPORATION for DTC held Certificates in the amount of Nine-Hundred-Fifteen-Million-Four-Hundred-Seventy-Five-Thousand-Seven-Hundred-Seventy-Eight (**$915,475,778.00**), the approximant value of the NOTEs found under the TRUST AGREEMENT after said NOTEs is acquired by Trustee;

362. Differential found between the values placed on the NOTEs in exchange for the Trust-Certificates is, an increase of Two-Hundred-Four-Million-Five-Hundred-Ninety-Two-Thousand-Six-Hundred-Three 97/100, (**$204,592,603.97**).

363. PROSPECTUS SUPPLEMENT, filed with the Securities and Exchanged Commission, **June 2nd 2006**, section S-83, states in relevant part;

> ***"The Seller's rights under each Sale Agreement will be assigned by the Seller to the Depositor pursuant to the Sale and Assignment Agreement and, in turn, assigned by the Depositor to the Trustee for the benefit of holders of the Certificates pursuant to the Trust Agreement."*** [**NOTE**; LEHMAN BROTHERS BANK FSB, Originator is not a party to this document titled PROSPECTUS SUPPLEMENT, as LEHMAN BROTHERS BANK FSB sold all of its right title and interest to Seller July 1st 2006, (yesterday).]

364. Controlling-Document titled MORTGAGE LOAN SALE AND ASSIGNMENT AGREEMENT or PROSPECTUS SUPPLEMENT filed with the Securities and Exchange Commission furnishes affirmative intention of the party's to assign Plaintiff's debt to said Trust, however is not proof of actual assignment or transfer thereof; as,

365. Plaintiff can not locate a document showing conveyance of said debt, with right, title and interest from Seller LEHMAN BROTHERS HOLDINGS INC to Depositor, STRUCTURED ASSET SECURITIES CORPORATION; from Depositor STRUCTURED ASSET SECURITIES CORPORATION, to Trustee, LASALLE BANK NATIONAL ASSOCIATION in trust for the benefit of Certificate-Holder;

366. Each of the various agreements between the securitization entities stating that each Entity had a right to an assignment / conveyance of all right, title and interest is not in and of itself an assignment, nor conveyance, and the agreement is certainly not in recordable form [6]. See **U.S. Bank National Association v. Ibanez** (2009).

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[6]

ARTICLE I
DEFINITIONS, TRUST AGREEMENT

Assignment of Mortgage: An assignment of the Mortgage, notice of transfer or equivalent instrument, in recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is located to reflect the sale of the Mortgage to the Trustee, which assignment, notice of transfer or equivalent instrument may be in the form of one or more blanket assignments covering the Mortgage Loans secured by Mortgaged Properties located in the same jurisdiction, if permitted by law; provided, however, that none of the Custodians nor the Trustee shall be responsible for determining whether any such assignment is in recordable form. [emphasis added]

367. Plaintiff holds in hand a Screen-Shot[*] (hard-copy visual representation) of the Book-Entry data-base of the REMIC titled LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, which discloses either the Trustee did not receive Plaintiff's Closing-Documents *ab initio*, or, failed to update the electronic Book-Entry Registration system indicating receipt of the documents which evidences the debt;

368. Plaintiff holds in hand a Screen-Shot of the Book-Entry data-base of the REMIC, found *prima fascia* evidence to show Trustee for LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 is not in possession of any of the Closing-Documents executed by this Plaintiff, a violation of New York Estates Powers and Trusts Law ("EPTL") 7-1.18, and in conflict with the Controlling-Documents filed with the Securities and Exchange Commission; see **Kemp v. Countrywide Home Loans, Inc**. (2010).

369. TRUST AGREEMENT mandate, in part, a NOTE must be transferred and delivered with an unbroken chain of endorsements from the Originator to all intervening parties with the final Special-Indorsement to the Trustee. The Law of Assignments is provided for by Article 9 of the U.C.C., but is superseded by the TRUST AGREEMENT, in part, as follows;

> (b) In connection with such transfer and assignment, the Depositor does hereby deliver to, and deposit with, or cause to be delivered to and deposited with, the Trustee, and/or the applicable Custodian acting on the Trustee's behalf, the following documents or instruments with respect to each Mortgage Loan (each a *"Mortgage File"*) so transferred and assigned:
>
> (i) with respect to each Mortgage Loan, the original Mortgage Note endorsed without recourse in proper form to the order of the Trustee, as shown on Exhibit B-4 hereto, or in blank (in each case, with all necessary intervening endorsements, as applicable) or with respect to any lost Mortgage Note, a lost note affidavit stating that the original Mortgage Note was lost, misplaced or destroyed, together with a copy of the related Mortgage Note:

370. When assets are transferred to a New York Trust, there has to be actual delivery in as perfect a manner as possible, a mere recital is ineffective;

371. The July 1st 2006 assignment of Plaintiff's NOTE to LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 without the actual transfer of said Promissory-NOTE is a nullity. **Merritt v Bartholick, 36 N.Y 44(1867); Kiuge v. Fugazy, 145 A.D. 2d 537(1988).**

372. However, appearing on the public record is a Verified colorable assignment from LEHMAN BROTHERS BANK FSB assigned directly to AURORA, ignoring the aforementioned intermediate Assignees, causing a break in the Chain-of-Title;

373. Bogus Assignment (Extrinsic Fraud) used as *prima fascia* evidence to show an interest in Plaintiff's property is an act of Intrinsic Fraud;

374. Bogus Assignment done by avarice is an attempt at Double-Dipping; as,

375. LEHMAN BROTHERS BANK FSB negotiated Plaintiff's NOTE with someone other than AURORA *ab initio,* as seen by the Special Endorsements found on the copy of the alleged NOTE AURORA presented as its Exhibit in Case NO. 09-CA-017057;

376. AURORA is not now, nor ever was the Real-Party-in-Interest in relation to this debt in question; also,

377. AURORA is not now, nor ever was Holder-in-Due-Course in relation to the debt in question.

378. MERS® originally appeared on public record as Mortgagee, as Nominee for LEHMAN BROTHERS BANK FSB, however, MERS® is not Nominee for LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11; as,

379. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 is not a MERS® Member; however,

380. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 is the registered Holder of the debt; whereby,

381. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 is without an agency agreement with MERS® but is the registered Holder of the debt, pursuant to the TRUST AGREEMENT, in part as follows;

> (ii) With respect to each MERS Mortgage Loan, the Master Servicer, at the expense of the Depositor and with the cooperation of the applicable Servicer, shall cause the Servicer to take such actions as are necessary to cause the Trustee to be clearly identified as the owner of each such Mortgage Loan on the records of MERS for purposes of the system of recording transfers of beneficial ownership of mortgages maintained by MERS.
>
> (v) with respect to each Non-MERS Mortgage Loan, an original Assignment of Mortgage, in form and substance acceptable for recording. The related Mortgage shall be assigned either (A) in blank, without recourse or (B) to ***"LaSalle Bank National Association, as Trustee of the Lehman XS Trust Mortgage Pass-Through Certificates, Series 2006-11,"*** without recourse; [emphasis in original]

382. Assignment from LEHMAN BROTHERS BANK FSB to AURORA is fabricated in part by THEODORE SCHULTZ, Certifying Officer of MERS®, a/k/a Vice President of MERS®, alternatively is an employee of AURORA, holding the title of Assistant Vice President of AURORA;

383. THEODORE SCHULTZ, Assistant Vice President of AURORA holds Superior-Knowledge, to aforementioned Controlling-Documents;

384. THEODORE SCHULTZ Assistant Vice President of AURORA used a Stamp / Seal issued by alleged co-conspirator MERS®, to seal the deal, at least in form;

385. THEODORE SCHULTZ Acting in the capacity of Certifying Officer for MERS®, as Grantor / Assignor colorably assigned Plaintiff's Mortgage and NOTE to THEODORE SCHULTZ's employer, the Grantee / Assignee AURORA, ignoring all of the intervening (off-record) assignments, as these (off-record) assignments do not appear on the MERS® system; as,

386. these intervening (off-record) assignments do not appear on the MERS® system for want of a successor identified as a MERS® Member; as,

387. MERS® lacks the legal capacity to assign beneficial interest in a thing it does not own or hold, absent actual possession and Power-of-Attorney, or similar authorization in writing from the Lender, its successor, or assignee thereof.

388. Florida Foreclosure law requires that ***all*** successive transfers of the mortgage be recorded prior to foreclosure; see Title XL, Real and Personal Property Section 701.02; AURORA *et al.*, knows this to be true, or should know same.

389. On or shortly after March 24th 2010 Plaintiff received a letter from Kahrl Wutscher LLP, a law Firm, alleged to represent AURORA, informing Plaintiff ***"... the current owner of the debt is: LEHMAN BROTHERS HOLDINGS INC 745 Seventh Ave., 7th Floor, New York, NY 10019."*** See "Exhibit I", pg 2 of 5, 6th par, hereto attached and incorporated herein by reference; wherein,

390. Kahrl Wutscher LLP, a law Firm, alleged to represent AURORA, admits on page four (4), "Exhibit I" AURORA is ***"... the current servicer, master servicer and/or sub-servicer of this loan and that the current owner of the loan is identified in the text box disclosures above."***

391. Then again on September 1st 2010 in response to Plaintiff's question; ***"Who is AURORA LOAN SERVICES LLC servicing the above-referenced account for?"*** response; ***"...the current owner of the subject loan ... name of the current owner of the debt is: LEHMAN BROTHERS HOLDINGS INC 745 Seventh Ave., 7th Floor, New York, NY 10019."*** See "Exhibit J" hereto attached and incorporated herein by reference.

392. LEHMAN BROTHERS HOLDINGS INC, (under Bankruptcy protection) is a non-party in Case Number 09 CA 017057 division AW (active foreclosure action against Plaintiff herein), in part, the cause of this action; then,

393. on MERS® web-site, "https://www.MERS-servicerid.org/sis/", Member Identification Number ("MIN") 1000254-4000339538-8, as this number appears on Plaintiff's alleged Mortgage, returns a disclosure identifying AURORA BANK FSB as Investor / Owner of Plaintiff's alleged debt, on July 26th 2011; see "Exhibit K" hereto attached and incorporated by reference;

394. On MERS® web-site, MIN 1000254-4000339538-8 identifies AURORA LOAN SERVICES LLC as the Servicer of this alleged debt.

395. Identified now is four (4) Entities claiming owner-ship interest and right to Plaintiff's alleged debt, or is registered as such; AURORA LOAN SERVICES LLC (Servicer, now Mortgagee, and herein is an alleged tortfeasor), LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-11 (Foreign (New York) Unincorporated-Association, or A Contractual Organization without Standing in the State of Florida), LEHMAN BROTHERS HOLDINGS INC (under Bankruptcy protection, as of September 15th 2008), and AURORA BANK FSB f/k/a LEHMAN BROTHERS BANK FSB, reincarnated from Bankruptcy.

396. It is the duty of Plaintiff to verify payment reaches the true Owner-Holder of this alleged debt, **Powers v. Woolfolk, 132 Mo. App. 354, 111 S. W. 1187; Hoffmaster v. Black, 78 Ohio St. 1, 84 N. E. 423, 21 L. R. A. (N. S.) 62, 125 Am. St. Rep. 679, 14 Ann. Cas. 877; Baxter v. Little, 6 Mete. (Mass.) 7, 39 Am. Dee. 707.**

397. Monthly Mortgage-Payment from Plaintiff setover to AURORA may be ineffectual finding all interested parties under Bankruptcy protection and said monthly Mortgage-Payment can only be satisfied if such payment is made to the true Holder and Owner of the NOTE, or Agent thereof; **Marling v. Nonimensen, 127 Wis. 363, 106 N. W. 844, 5 L. R. A. (N. S.) 412, 115 Am. St. Rep. 1017, 7 Ann. Oas. 364 ; Baumgartner v. Peterson. 93 Iowa, 572, 62 N. W. 27 ; Burhans v. Ilutcheson, 25 Kan. 625, 37 Am. Rep. 274; Birket v. El ward, €8 Kan. 295, 74 Pac. 1100, 64 L. R. A. 568, 104 Am. St. Rep. 405, 1 Ann. Cas. 272; Smith v. Lawson, 18 \V. Va. 212, 41**

Am. Rep. 688 ; Carpenter v. Longan, 16 Wall. 271, 21 L. Ed. 313; Swift v. Bank of Washington, 114 Fed. 643, 52 C. O. A. 339;

398. Plaintiff finds LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 is a Phantom-Entity to the extent it is not registered within the State of New York, Delaware, or Florida, nor is it registered anywhere within the corporate UNITED STATES; means,

399. it (this Phantom-Entity) is not a person, as that term is defined;

400. only **a person** has the capacity to be a Holder;

401. Pursuant to Florida law, any legally recognized person can be a holder in due course, § 673.3021 Fla. Stat.; A "holder" is defined as ***"[t]he person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession,"***. § 673.201(21)(a) Fla. Stat.

402. Artificial Person. An entity, such as a corporation, created by law and given certain legal rights and duties of a human being; a being, real or imaginary, who for the purpose of legal reasoning is treated more or less as a human being. • An entity is a person for purposes of the Due Process and Equal Protection Clauses but is not a citizen for purposes of the Privileges and Immunities Clauses in Article IV, § 2, and in the Fourteenth Amendment. — Also termed fictitious person; juristic person; juridical person; legal person; moral person. Cf. LEGAL ENTITY. [Cases: Corporations 1.1(2). C.J.S. Corporations § 2.] Black's 8th Edition pg 3619.

403. Only an entity existing as real or legally created persons under the law is capable of being a Holder in the State of Florida;

404. A pledge or subsequent transfer of Plaintiff's NOTE-Mortgage to LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, a Phantom-Entity which does not legally exist in the State of Florida, destroys the secured-interest; however pursuant to,

405. TRUST AGREEMENT (law of the case) LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 is registered Holder of Plaintiff's debt, as collateral interest of Mortgage-Backed Securities; whereas,

406. DTC's Certificate-Holder is the true Beneficiary, Real-Party-in-Interest;

407. Real-Party-in-Interest based on the fact the Certificate-Holder is the investor, hard money lender, and ultimate taxpayer on the gain; however,

408. Trust-Certificates are customarily held in the Street-Name [*] of CEDE & Co.

409. MERS® and CEDE & Co seem to function in a similar respect in so far as both provide an electronic registry (no paper) which identifies the Creditor (privately);

410. MERS® and CEDE & Co are both Bankruptcy remote entities which hold property as Nominee for an undisclosed third party Principal, placing a cloud on Plaintiff's Title, and others similarly situated.

411. Plaintiff's research has lead to the discovery of this Phantom-Entity, which is a Computer-Book-Entry-System [*], titled "**LEHMAN XS TRUST 2006-11**," analogous to a Microsoft® Excel® Electronic-Spread-Sheet, subcategorized by Classes, or Tranches [*];

412. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, contains twenty-four (24) such Classes, or Tranches;

413. Plaintiff has personally reviewed all the Synthetic-NOTEs held in each Class, or Tranche, found the debt in question, found within fifteen (15) of said twenty-four (24) Classes, or Tranches;

414. Plaintiff found the debt in question cloned fifteen (15) times at full face value, each cloned Synthetic-NOTE bears a different CUSIP-Number[*] identifying a unique security.

415. Each Class, or Tranche holding Plaintiff's alleged debt at full face value and corresponding CUSIP Number is as follows;

Class / Tranche titled **Pd 1A1** CUSIP Number 52522WAA7;

416. Class / Tranche titled **1A2** CUSIP Number 52522WAB5, is wholly owned by Maiden Lane II LLC. See ASSET PURCHASE AGREEMENT dated December 12, 2008; found at this following link,

http://www.wikinvest.com/stock/American_International_Group_(AIG)/Filing/10-Q/2010/Ex-10.3/D9973547 ;

417. Class / Tranche titled 1A3 CUSIP Number 52522WAC3, is wholly owned by Maiden Lane II LLC, See ASSET PURCHASE AGREEMENT dated December 12, 2008 *supra*, and AMERICAN INTERNATIONAL GROUP INC – FORM 8-K – EX-99.1 – March 10, 2011; found at the following link,

http://www.faqs.org/sec-filings/110310/AMERICAN-INTERNATIONAL-GROUP-INC_8-K/y90210exv99w1.htm ;

418. whereby the Current out standing balance of just these two mentioned tranches being purchased by AMERICAN INTERNATIONAL GROUP INC is Two-Hunderd-One-Million-Ninety-Eight-Thousand-Five-Hundred-Fifty-Nine 00/100, ($201,098,559.00);

419. NOTEs originally valued at approximately Seven-Hundred-Ten-Million-Eight-Hundred-Eighty-Three-Thousand-One-Hundred-Seventy-Four 03/100 ($710,883,174.03), is now valued (considering there are twenty-four (24) Tranches) at over Two-Billion ($2,000,000,000.00) as a Ball Park figure;

420. Class / Tranche titled Pd 1A4 CUSIP Number 52522WAD1;

421. Class / Tranche titled Pd M1 CUSIP Number 52522WAJ8;

422. Class / Tranche titled Pd M2 CUSIP Number 52522WAK5;

423. Class / Tranche titled Pd M3 CUSIP Number 52522WAL3;

424. Class / Tranche titled Pd M4 CUSIP Number 52522WAM1;

425. Class / Tranche titled Pd M5 CUSIP Number 52522WAN9;

426. Class / Tranche titled Pd M6 CUSIP Number 52522WAP4;

427. Class / Tranche titled Pd M7 CUSIP Number 52522WAQ2;

428. Class / Tranche titled Pd M8 CUSIP Number 52522WAR0;

429. Class / Tranche titled Pd M9 CUSIP Number 52522WAS8;

430. Class / Tranche titled Pd M10 CUSIP Number 52522WAT6;

431. Class / Tranche titled Pd P CUSIP Number BCCOS65M3;

432. The Code "Pd" means "Paid Down."

433. Seven-Hundred-Ten-Million-Eight-Hundred-Eighty-Three-Thousand-One-Hundred-Seventy-Four 03/100 ($710,883,174.03), over a thirty year period will most likely not generate Two-Billion ($2,000,000,000.00) plus interest in cash-flow, *ergo* the Trust was destined to fail over time, but not until the Trust acquired cash or equity from the investor(s), up-front[*];

434. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 created enough Trust-Certificates (a/k/a BONDS a/k/a Securities) of Plaintiff's NOTE in particular to appear fifteen times at the stated monetary face value of the genuine NOTE which Grantor created at Closing and setover to LEHMAN BROTHERS BANK FSB in trust;

435. STRUCTURED ASSET SECURITIES CORPORATION appears to be acting in the same capacity as a BANK, fractionalizing its Holdings, using said Holdings as a reserve for leverage.

436. Plaintiff holds in hand a Screen-Shot of each one of the fifteen Tranches which contain the identical Synthetic-NOTE cloned from the genuine NOTE Plaintiff signed, at full face value, (because of the software licensing agreement Plaintiff can not volunteer these screen-shots as evidence at this time, unless ordered to do so by this Court, or by way of a Discovery Request);

437. AIG has recently made an offer to Maiden Lane II LLC, to purchase two of Plaintiff's cloned Synthetic-NOTEs associated with CUSIP Numbers 52522WAB5 and 52522WAC3, purchased from the Federal Reserve Bank of New York, third party Purchase-Money-Mortgage[*], paying down Maiden Lane II LLC's outstanding debt.

438. A once Secured-NOTE, Monetized, Securitized, Fractionalized and now subrogated in part by AIG from the Federal Reserve Bank of New York (non-MERS® Member), raises the argument, there is no longer a Holder-in-Due-Course; See "Exhibit Q" Explanation-of-Securitization, hereto attached and incorporated herein by reference.

439. AIG will own two-fifteens (2/15) of Plaintiff's alleged debt; See U.C.C. § 3-203. TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER; the transferee obtains no rights under this Article and has only the rights of a partial assignee; however,

440. AIG is negotiating to purchase Plaintiff's asset found under both CUSIP Numbers 52522WAB5 and 52522WAC3, in which each CUSIP Number contains a Synthetic-NOTE cloned from the genuine NOTE, created by Plaintiff as Borrower / Grantor, each NOTE at full face value, paid for at one-hundred cents on the dollar, times two, by the Insurer; or,

441. Original NOTE was ***"... deliberately eliminated to avoid confusion ..."*** *ab initio* upon its digital metamorphosis into Mortgage-Backed Security, hypothecated for Trust-Certificates in multiples of the underlying appraised value of the collateralized interest; and,

442. January 26th 2007 Senior Vice President, Michael Hitzmann, for Structured Asset Securities Corporation, as depositor for LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, Beneficiary of the revenue generated from the Trust Certificates a/k/a BONDS a/k/a Securities, filed a Form 15-D with the Securities and Exchange Commission, notifying the world its cessation of doing any additional business;

443. Plaintiff alleges STRUCTURED ASSET SECURITIES CORPORATION, exchanged Plaintiff's NOTE-Mortgage for said Trust-Certificates, Securities / BONDS which it sold to investors, in multiples of the NOTE's original face value, cashed in and closed-up shop within seven (7) months.

444. Under the INVESTMENT COMPANY ACT OF 1940, LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, after filing Form 15-D January 26th 2007, is considered by the Securities and Exchange Commission to be an **Unregistered Investment Company**;

445. Foreign-Unregistered-Investment-Company lacks the capacity to sue in the State of Florida, no Standing, and is not an injured party, *supra*; furthermore,

446. Unregistered-Investment-Company lacks the capacity to Assign Plaintiff's NOTE after January 26th 2007 to a third party like AURORA, pursuant to the Controlling-Documents, and New York Trust Law; whereby,

447. DEFENDANT *et al.*, jointly or severally, potentially all shared in part from fifteen (15) Synthetic-NOTEs cloned directly from the genuine NOTE Plaintiff signed, which excludes the Money-of-Account created to discharge the debt owed to the Home-Seller; whereby,

448. LEHMAN BROTHERS BANK FSB endorsed Plaintiff's NOTE then setover same in the form of a Draft, or Bank-Check drawn from Plaintiff's Transaction-Account;

449. Draft, or bank-Check setover by LEHMAN BROTHERS BANK FSB to Home-Seller, balanced one side of the ledger; however,

450. Defendant LEHMAN BROTHERS BANK FSB still holds the liability owed to this Plaintiff for deposit of the NOTE; as,

451. LEHMAN BROTHERS BANK FSB *et al.,* negotiated Plaintiff's NOTE, which ultimately is employed to fund said Investment-Company; as such,

452. Plaintiff is an undisclosed investor, by externality, a Third-Party-Beneficiary; as,

453. Plaintiff holds a Possessory-Interest in the NOTE, U.C.C. §3-306.

454. Plaintiff's NOTE in question negotiated with LEHMAN BROTHERS BANK FSB has been satisfied byway of LEHMAN BROTHERS HOLDINGS INC, *ab initio;* as,

455. LEHMAN BROTHERS BANK FSB as a setoff on its books and records, negotiated Plaintiff's NOTE, setover same to LEHMAN BROTHERS HOLDINGS INC, as a true sale, (U.C.C. §3-311); thereafter,

456. LEHMAN BROTHERS HOLDINGS INC acting in the capacity as Assignor setover Plaintiff's NOTE to said Investment-Company, by way of STRUCTURED ASSET SECURITIES CORPORATION, as a true sale;

457. STRUCTURED ASSET SECURITIES CORPORATION's debt was satisfied upon receipt of DTC Trust-Certificates, to be sold to Trust-Certificate-Holder;

458. DTC Trust-Certificate Holder's debt was satisfied byway of Plaintiff's future tax obligation, known as TROUBLED ASSET RELIEF PROGRAM, ("TARP");

459. Congress voted for the "bailouts," which are actually buy-backs, to use public money (and more funds borrowed from the Federal Reserve, 16 Trillion pursuant to the recent audit of the Federal Reserve) to purchase back the bad paper and cover the credit swaps, dropping the cost of STRUCTURED ASSET SECURITIES CORPORATION's scam onto the American people, Plaintiff being one of these American people.

460. Plaintiff does not owe any money to LEHMAN BROTHERS BANK FSB;

461. Plaintiff has never made a monthly Mortgage payment to LEHMAN BROTHERS BANK FSB;

462. AURORA as Servicer for LEHMAN BROTHERS BANK FSB, servicing duty commenced November 15th 2006, two weeks post-Closing, disbursed Plaintiff's first monthly Mortgage-Loan payment and each subsequent monthly Mortgage-Loan payment to a party other than LEHMAN BROTHERS BANK FSB, unbeknownst to Plaintiff at that time; as such,

463. AURORA and its CEO TOM WIND knew, or should have known, LEHMAN BROTHERS BANK FSB did not Hold or Own any right, title, or interest, legally nor in equity to Plaintiff's debt the day AURORA commenced Servicing said debt;

VIII.
AURORA OFFERS LOAN MODIFICATION IN BAD FAITH

464. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

465. Defendant AURORA and its Agents have made many offers to Modify Plaintiff's Mortgage-Loan; if,

466. Plaintiff would continue to make payments to AURORA; however,

467. Plaintiff has made numerous requests of AURORA to prove its Claim;

468. AURORA unable, or unwilling to prove its Claim employs the law firm of Kahrl Wutscher LLP to respond privately, did do so by informing Plaintiff AURORA is just the Servicer (a/k/a Third-Party-Debt-Collector); the,

469. Real-Party-in-Interest is LEHMAN BROTHERS HOLDING INC, an alleged Party-in-Interest Plaintiff did not know existed until that moment in time, March 24th 2010;

470. Kahrl Wutscher LLP alleges representation of AURORA, pursuant to its letters, no mention of representing LEHMAN BROTHERS HOLDING Inc.;

471. Kahrl Wutscher LLP provides Plaintiff with HAMP and non-HAMP application documents, with a request to fill out the Forms with all supporting documents, and return same to that law Firm directly; as,

472. ***"Time is of the essence. Aurora will not postpone or suspend foreclosure proceedings, if any, while it waits your delivery of a completed loan modification application."*** [***emphasis added***] See "Exhibit M" hereto attached and incorporated herein by reference, offer above made by Travis J. Eliason.

473. AURORA on the other hand is offering Plaintiff the HAMP program as the Servicer of the debt; see "Exhibit N" hereto attached and incorporated herein by reference, delivered by U.S. Postal Service under Certified Mail No., 7107 8381 6540 8248 8745;

474. AURORA offering Plaintiff the HAMP program as the Servicer of the debt does not identify its Principal; however,

475. December 12th 2008 AURORA testified it is the Owner and Holder of the Mortgage and NOTE in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC;

476. AURORA *et al.*, testified said NOTE-Mortgage is under its care, custody and control as of 12th of December 2008 and provides a copy of the unrecorded Assignment as *prima fascia* evidence, see attachment to "Exhibit A";

477. Defendant AURORA commenced an action against this Plaintiff May 15th 2009, Case NO. 09-CA-017057, in its own name, for its own benefit, as Owner and Holder of the Mortgage and NOTE, as the Real-Party-in-Interest;

478. Defendant herein, but Plaintiff in Case NO. 09-CA-017057, AURORA on May 15th 2009, COUNT I, paragraph 5; ***"The Plaintiff*** (AURORA) ***owns and holds the Note and Mortgage."*** (emphasis added)

479. Defendant herein AURORA, but Plaintiff in Case NO. 09-CA-017057, Complaint COUNT III pleads, in part, "... ***action to enforce a lost, destroyed or stolen promissory note and Mortgage...***";

480. these two aforementioned paragraphs can not both be held as true, both averments found within the Complaint.

481. Defendant AURORA's Standing is predicated upon AURORA acquiring beneficial interest in both the NOTE and Mortgage from MERS®, a separate corporation, a third party Nominee without right, title or interest, legally nor in equity; see **In Re Vargas, 396 B.R. 511 (Bankr.C.D.Cal. 2008).** See also **Mortgage Elec. Reg. Sys. v. Nebraska Dept. of Banking, 270 Neb. 529.**

482. Defendant AURORA in a letter dated October 19th 2010 informs Plaintiff, ***"As your mortgage loan servicer..."*** see "Exhibit N" AURORA LOAN SERVICES delivered by U.S. Postal Service by Certified Mail;

483. Defendant AURORA October 19th 2010 (same letter as above) informs Plaintiff, under the heading **IMPORTANT NOTICE**; ***"Aurora Loan Services is a debt collector. Aurora Loan Services is attempting to collect a debt and any information obtained will be used for that purpose."*** Pg 4 of 5, 2nd par.

484. Premises Considered is Judicial Estoppel in Case NO. 09-CA-017057, perjury by inconsistent statement.

485. Therefore a question arises as to where does Defendant AURORA find the capacity to Modify Plaintiff's Mortgage-Loan as the Servicer; furthermore,

486. Defendant AURORA to take any action other than that which is specifically authorized of a Servicer, or the rules governing a Third-Party-Debt-Collector is an *ultra virus* act, made in bad faith;

487. AURORA is without actual intent or capacity to Modify Plaintiff's Mortgage-Loan, but AURORA has affirmatively offered to do so for a price;

488. Loan-Modification is analogous to Novation, additions to, or modification of an existing agreement and provisions found therein;

489. Defendant AURORA is actually soliciting Plaintiff in order to Contract anew, as AURORA lacks the legal capacity to Modify Plaintiff's Mortgage-Loan;

490. ***"Here's how it works: We will first determine if you are eligible..."*** The Servicer, this Third-Party-Debt-Collector AURORA is going to make a determination on eligibility, but can not or will not prove its Claim upon formal request, under Title 15 § 1692 *et seq.,* or under Florida Consumer Collection Practices Act, 559.55 *et seq*;

491. Defendant AURORA as servicer wants updated details of Plaintiff's financial condition in order to decipher if it is cost affective to sue for a deficiency judgment after Plaintiff's Home is illegally taken;

492. Primary reason for documentation is not as Plaintiff is lead to believe, as to make a determination of qualification for a "loan modification"; rather,

493. Defendant AURORA would like to know where Plaintiff's bank account is so AURORA can attach it; and,

494. AURORA would like to know where Plaintiff is employed; see a recent pay stub, so AURORA can eventually garnish Plaintiff's pay-check.

495. AURORA is employing deceit to fraudulently induce Plaintiff into contracting, under the pretext of Mortgage-Loan Modification as AURORA holds neither legal nor equitable interest in either Plaintiff's NOTE or Mortgage to modify;

496. this offer of Mortgage-Loan Modification was known to be a false offer at the time this offer was made, witnessed in part by said communication making said offer is made anonymously, but does display the logo of AURORA; see "Exhibit N;" furthermore,

497. TRUST AGREEMENT therein we find the following passage;

> ***The Master Servicer shall represent and protect the interests of the Trust Fund in the same manner as it protects its own interests in mortgage loans in its own portfolio in any claim, proceeding or litigation regarding a Mortgage Loan and shall not make or knowingly permit any Servicer to make any modification, waiver or amendment of any term of any Mortgage Loan that would cause an Adverse REMIC Event.*** [page 140 TRUST AGREEMENT]

498. TRUST AGREEMENT calls for a written opinion from Counsel prior to any modification or amendment to any Mortgage-Loan held by this REMIC; for good reason,

499. in order for LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 to qualify for its REMIC status cannot own neither legal nor equitable interest in the Mortgage-Loans it holds; see I.R.C. 860; as,

500. Counsel knows all legal and beneficial interest in Plaintiff's Mortgage-Loan was transferred to the Certificate-Holder(s) by and through the DTC, pursuant to the TRUST AGREEMENT, rendering the Trust effectively asset free;

501. LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 securitized pool of Mortgage-Loans make it impossible for AURORA, or any person to negotiate a Mortgage Loan modification. See "Exhibit Q."

502. CEO TOM WIND knows Plaintiff's NOTE held by this REMIC, LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 can not be modified by AURORA, or any person; alternatively,

503. REMIC, LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 no longer exists, as many Trusts were dissolved after payouts from credit default swaps, or / and after accepting TARP funds, whereby the actual investor(s) have been made whole and are long gone.

504. AURORA knowing these aforementioned allegations are fact, AURORA is offering to modify "Plaintiff's (existing) Mortgage-Loan" is an offer made in bad faith.

505. AURORA's behavior and actions demonstrate a propensity which constitutes unfair and deceptive trade practices, using its Superior-Knowledge to take advantage of Plaintiff's ignorance of the law by constructively attempting to permanently deprive Plaintiff of property, and other similarly situated.

PRAYER FOR RELIEF

WHEREFORE, based on the foregoing, Plaintiff seeks relief as follows;

506. A Declaratory Judgment finding herein, MERSCORP and MERS® is a single employer, 20 C.F.R. 639.3(a)(2) as the following threshold is met,

a) there is a common ownership interest;

b) both MERSCORP and MERS® share common Directors, or Officers;

c) there is found a unity of personnel policies emanating from a common source;

d) there is a dependency of operations; and,

e) there is found a *de facto* exercise of control.

507. A Declaratory Judgment finding herein when a Promissory-NOTE is intentionally destroyed, that intentional Act destroys the secured interest.

508. A Declaratory Judgment finding herein, a Promissory-NOTE which is intentionally destroyed, precludes the protection ordinarily provided by §673.3091(1)(b), Fla. Stat.

509. A Declaratory Judgment finding the Assignment, purporting to assign LEHMAN BROTHERS BANK FSB's beneficial interest in Plaintiff's NOTE, as more fully described in "Exhibit A" attached thereto, is ineffective; because,

a) Defendant LEHMAN BROTHERS BANK FSB or MERS® Hold no beneficial interest in Plaintiff's debt to transfer at any time relevant; or

b) The assignment by MERS® of Plaintiff's Mortgage without negotiation for the underlying Promissory-NOTE is a nullity. **37 Fla. Jur. 2nd, Mortgages, Section 511**. See e.g., **Sobel v. Mutual Development, Inc., 313 So.2d 77 (Fla. 1st DCA 1975)**. **Vance v. Fields, 172 So.2d 613 (Fla. 1st DCA 1965)**; or,

c) Defendant LEHMAN BROTHERS BANK FSB filed for Bankruptcy protection shortly after the debt was first negotiated, is a Fraudulent Conveyance, or Fraudulent Transfer, as LEHMAN BROTHERS BANK FSB was insolvent, said negotiation is void *ab initio*; and,

d) AURORA acquired Plaintiff's NOTE for Ten ($10.00) from MERS® thereby AURORA is not a bona fide purchaser as AURORA did not pay equivalent value for the debt;

e) MERS® can not sell that which MERS® does not Own; ***"A nominee of the owner of the note and mortgage may not effectively assign the note and mortgage to another for want of an ownership interest in said note and mortgage by the nominee."*** **LaSalle Bank Nat. Ass'n v. Lamy, 824 N.Y.S.2d 769, 2006 WL 2251721 (Sup.2006).**

510. Declaratory Judgment finding the Assignment, purporting to assign LEHMAN BROTHERS BANK FSB's beneficial interest in Plaintiff's NOTE, as more fully described in "Exhibit H," is ineffective, because,

a) Defendant LEHMAN BROTHERS BANK FSB or MERS® Hold no beneficial interest in Plaintiff's debt to transfer at any time relevant; or,

b) Assignment by MERS® of Plaintiff's Mortgage without negotiation for the underlying Promissory-NOTE is a nullity; or,

c) Defendant LEHMAN BROTHERS BANK FSB is under Bankruptcy protection during the time the debt was negotiated, is a Fraudulent Conveyance, or Fraudulent Transfer, said transfer is void; or,

d) AURORA acquired Plaintiff's NOTE for Ten ($10.00) from MERS® thereby AURORA is not a bona fide purchaser as AURORA did not pay equivalent value for the debt; or,

e) MERS® can not sell that which MERS® does not Own; or,

f) Defendant MERS® *et al.*, allegedly already transferred Plaintiff's NOTE-Mortgage on or before June 11th 2009, could not then again transfer the same debt on September 24th 2009.

511. Declaratory Judgment finding AURORA, third party debt collector, lacks the capacity to sustain an Action against Plaintiff in reference to a consumer debt prior to Validating said debt pursuant to 15 U.S.C. 1692g once requested to do so in writing, said request was pre-foreclosure (lis Pendens); see SPEARS vs BRENNAN (2001)[7].

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[7] **Brennan (plaintiff collection agency attorney) violated 15 U.S.C. § 1692g(b) when he obtained a default judgment against Spears (defendant) after Spears had notified Brennan in writing that the debt was being disputed and before Brennan had mailed verification of the debt to Spears.**

COUNT I.
FRAUDULENT CONVERSION

512. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

513. LEHMAN BROTHERS BANK FSB acquired Plaintiff's NOTE, promise to pay, without investing any of its own money, or any of its depositor's money, rather acquired a once Secured-Interest in Plaintiff's Real-Property by Fraudulent Conversion;

514. LEHMAN BROTHERS BANK FSB deposited Plaintiff's Promissory-NOTE into a Transaction-Account, see 12 U.S.C. 1813 (l)(1);

515. Transaction-Account is created by a surrogate in the name of Plaintiff, using Plaintiff's Limited-Power-of-Attorney, acquired under pretext at Closing;

516. Transaction-Account is created in Plaintiff's name without Plaintiff's knowledge or consent;

517. Deposit of Plaintiff's NOTE into said Transaction-Account created money-of-account (check book money credited to Plaintiff's account, controlled by LEHMAN BROTHERS BANK FSB); thereafter,

518. LEHMAN BROTHERS BANK FSB tendered a Draft, or Bank-Check drawn from Plaintiff's Transaction-Account to theoretically discharge [8] said debt owed to the Seller of Plaintiff's home;

519. LEHMAN BROTHERS BANK FSB tender of said Draft, or Bank-Check did do so in its own name, for its own benefit, without disclosing the source of this money; however,

520. On the Closing date, September 29th 2006 after LEHMAN BROTHERS BANK FSB deposited Plaintiff's NOTE into said Transaction-Account, deposits held by LEHMAN BROTHERS BANK FSB increased by a sum equal to the face value of Plaintiff's NOTE;

521. On that same Closing date, after LEHMAN BROTHERS BANK FSB deposited Plaintiff's NOTE into said Transaction-Account, the liabilities held on the Books-and-Records of LEHMAN BROTHERS BANK FSB also increased by the face value of Plaintiff's NOTE;

522. On that same Closing date, the Reserves held by LEHMAN BROTHERS BANK FSB at the end of the day are un-changed by this Mortgage-Loan transaction.

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[8] **Borrower paying each and every month a sum certain to the Lender increases the Public Debt. The debt-money [*] created when it was borrowed is not eliminated upon payment. Plaintiff can not pay a debt with another debt, you can only add to said debt. Discharging the debt is the only way to keep the system in a state of equilibrium; see HJR 192 June 5th 1933, or Public Law 73-10.**

523. LEHMAN BROTHERS BANK FSB converted Plaintiff's NOTE into Money-of-Account with a few key-strokes on a computer; *ergo*,

524. at the end of the day LEHMAN BROTHERS BANK FSB is in exactly the same financial condition as the beginning of the day; except,

525. LEHMAN BROTHERS BANK FSB, its Successor, or Assignee thereof has acquired a collateralized promise to pay from Plaintiff, a new asset now appearing on the Books-and-Records of LEHMAN BROTHERS BANK FSB, its Successor, or Assignee thereof; however,

526. under GAAP there must be an equal and balancing offset to this new asset / liability now appearing on LEHMAN BROTHERS BANK FSB's Books-and-Records, which is revealed to the IRS on Form 1099-OID, Original Issue Discount, identifying the source of the money (Bank's Liability), segregating the taxable interest, as the principal is to be returned to the source; as,

527. LEHMAN BROTHERS BANK FSB, its Successor, or Assignee thereof is found to be the debtor on IRS Form 1099-OID, with that liability owed to the Grantor.

528. LEHMAN BROTHERS BANK FSB, its Successor, or Assignee thereof intentionally did not send Plaintiff a copy of the 1099-OID thus concealing the source of the money, which LEHMAN BROTHERS BANK FSB conveyed to the Seller;

529. LEHMAN BROTHERS BANK FSB, its Successor, or Assignee thereof intentionally did not send Plaintiff a copy of the 1099-OID which would alert Grantor to funds escrowed and recoverable, however if not claimed, deemed abandoned after three (3) years, is consequently claimed by the debtor LEHMAN BROTHERS BANK FSB, its Successor, or Assignee thereof; however,

530. Plaintiff holds a Possessory-Interest or Possessory-Right to the Promissory-NOTE, see U.C.C. §3-306, whereby Defendant AURORA claims it Holds Plaintiff's Promissory-NOTE, however Plaintiff disputes AURORA's claim to Holder-in-Due-Course status; as such,

531. Plaintiff maintains AURORA lacks the right of enforcement; as such Plaintiff holds a superior claim to the NOTE.

532. Federal Reserve Bank of Dallas publication MONEY AND BANKING, page 11, explains that when banks grant loans, they create new money. The new money is created because a new ***"loan becomes a deposit, just like a paycheck does."***

533. Federal Reserve Bank of Dallas web-site explains it this way;

http://dallasfed.org/educate/everyday/ev9.html

How Banks Create Money

Banks actually create money when they lend it. Here's how it works: Most of a bank's loans are made to its own customers and are deposited in their checking accounts. Because the loan becomes a new deposit, just like a paycheck does, the bank once again holds a small percentage of that new amount in reserve and again lends the remainder to someone else, repeating the money-creation process many times.

534. MODERN MONEY MECHANICS, page two (2) reads, in part; ***"In the United States neither paper currency nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries."*** bottom of page 6, and top of page 7 states, ***"What they [banks] do when they make loans is to accept promissory notes in exchange for credits they make to the borrowers' transaction accounts. Loans (assets) and deposits (liabilities) both rise by... [the amount of the 'loan']." "Reserves are un-changed by the loan transactions. But the deposit credits constitute new additions to the total deposits of the banking system."*** [***Emphasis added for clarity***.] True copy of the front page of MODERN MONEY MECHANICS, pages two (2), six (6) and seven (7) compose "Exhibit L" hereto attached and incorporated herein by reference, see also Affidavit of Walker Todd "Exhibit C" and the Credit River Decision;

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against LEHMAN BROTHERS BANK FSB, or LEHMAN BROTHERS HOLDINGS INC, for Fraudulent Conversion; award Plaintiff return of the Promissory-NOTE, or / and award Plaintiff actual damages, compensatory damages, general damages, or / and punitive damages; Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

[Intentionally left blank]

COUNT II.
INTRINSIC FRAUD

535. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

536. In Case NO. 07-80998-CIV-RYSKAMP / VITUNAC, IN THE UNITES STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, therein AURORA was a co-Defendant;

537. The INTERNAL REVENUE SERVICE ("IRS") filed an Action *in rem* to foreclose on Plaintiff's property to satisfy an alleged debt, joined AURORA as an indispensable party (in error), Action commenced October 22nd 2007;

538. Defendant AURORA instead of pleading the IRS in that case made an error in joining AURORA thereafter substituting the Real-Party-in-Interest, AURORA acted as if it is the Real-Party-in-Interest, filed a Notice of Appearance as such;

539. Defendant AURORA knowing it lacked Standing fabricated an untimely Assignment, executed July 9th 2008, and filed same with the Clerk of the Court as *prima fascia* evidence, to show Standing;

540. Assignment was subsequently recorded June 11th 2009;

541. Assignor LEHMAN BROTHERS BANK FSB filed for Bankruptcy protection on September 15th 2008, almost two years after Plaintiff Closed on the real-property in question, September 29th 2006, and two months after execution of the first Assignment;

542. Defendant JOANN REIN employed by AURORA LOAN SERVICES LLC occupies an Office in the Default Resolution Department, executed an Assignment of Plaintiff's Mortgage **and NOTE**, as Vice President (?, missing corporate seal), setover said Mortgage and NOTE in form, from LEHMAN BROTHERS BANK FSB to the employer AURORA LOAN SERVICES LLC; if,

543. JOANN REIN holds proper authority to Assign, did not properly execute said Assignment, as, in part, Assignor is not the proper party pursuant to the Special-Indorsement found on the copy of a copy of the alleged NOTE in question.

544. Plaintiff requested in Discovery and received in Case NO. 07-80998 a Verified INTERROGATORY under seal from AURORA, recorded with the Clerk of the Court;

545. Affiant and Defendant herein LAURA MCCANN assisted by Defendant CYNTHIA WALLACE, a/k/a CINDY WALLACE, testified December 12th 2008, in part;

(a). testified AURORA is the NOTE-Holder;

(b). testified AURORA is in possession of the genuine Note, containing the once wet ink signature of Plaintiff;

(c). testified ***"Aurora is the assignee of the mortgage, pursuant to the Corporate Assignment of Mortgage attached hereto."*** See "Exhibit A" titled AURORA LOAN SERVICES INTERROGATORY Answers;

546. CORPORATE ASSIGNMENT OF MORTGAGE, (the first of two such assignments) attached to "Exhibit A" states in part; ***"...Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note..."*** without explanation as to where, when or who it acquired Plaintiff's NOTE from, as MERS® is not a party to Plaintiff's NOTE and the record is barren of any representation that MERS® purported Assignor had any authority to take any action with respect to Plaintiff's NOTE;

547. Plaintiff herein but Defendant in Case NO. 07-80998, Request for Production asked to see the genuine NOTE;

548. after some Discovery, and some Argument, AURORA paid the IRS One-Hundred-and-Fifty-Thousand ($150,000.00), thereafter was dropped as a Defendant in that case, without admitting to any wrong doing, did not produce the genuine NOTE, nor produced a copy of the alleged NOTE in its possession.

549. Defendant JOANN REIN Vice President may have committed an illegal act in that case hereinabove under 18 U.S.C. §§ 152, 157 for concealment of property and the intention to divest property from the debtor's estate while under Bankruptcy protection, did do so without seeking relief from the automatic stay, nor Noticed the Judicial Trustee, considering said Assignment was not recorded yet.

550. Bankruptcy Code § 362 imposes the automatic stay at the moment a bankruptcy petition is filed;

551. the automatic stay generally prohibits the commencement, enforcement or appeal of actions and judgments, judicial or administrative, against a debtor for the collection of a claim that arose prior to the filing of the bankruptcy petition;

552. the automatic stay also prohibits collection actions and proceedings directed toward property of the bankruptcy estate itself; except,

553. Defendant CEO TOM WIND of AURORA knew, or should have known LEHMAN BROTHERS BANK FSB held neither right, title nor interest in Plaintiff's debt July 9th 2008; see Special-Endorsements found on copy of a copy of the NOTE;

554. Endorsements found on copy of a copy of the NOTE indicate LEHMAN BROTHERS HOLDINGS INC, which filed for Bankruptcy protection along with LEHMAN BROTHERS BANK FSB, is the last known Holder / Owner of the debt.

555. Defendant JOANN REIN acting in the capacity of Vice President knows, or should know the Mortgage follows the NOTE, **Carpenter v. Longan, 83 U.S. 271 (1827),** an Assignment of just the Mortgage alone is a nullity; therefore,

556. Defendant JOANN REIN consciously and intentionally included Plaintiff's NOTE within the CORPORATE ASSIGNMENT OF MORTGAGE, knowing without the NOTE the Assignment of just the Mortgage alone is a nullity;

557. Defendant JOANN REIN assigned both Mortgage and NOTE without legal capacity to do either, did do so (in Form) knowing, or should have known, Assignment of a debt as a matter of law is ineffective, recorded such an Assignment with the Clerk of the Court with the expressed intent to show an Interest in Plaintiff's property evidenced by said Assignment, constitutes an act of Intrinsic Fraud;

558. Defendant JOANN REIN knows, or should have known the fabrication of an Assignment without any legal foundation employed as evidence is Intrinsic Fraud, as in part, MERS® does not possess an actual separate written and recorded conveyance from the actual holder of the NOTE setover to MERS® prior to MERS® making said conveyance, as such said conveyance from MERS® is without authority, thus void; also,

559. Defendant JOANN REIN employed by AURORA knows, or should have known as Servicer of Plaintiff's account there is no legal foundation to the Assignment ("Exhibit A") because, again in part, AURORA does not disburse Plaintiff's monthly Mortgage-Payment to LEHMAN BROTHERS BANK FSB; as,

560. LEHMAN BROTHERS BANK FSB does not Hold any legal nor equitable interest in Plaintiff's debt, other than in name only, as a Nominal-Lender.

561. Defendant JOANN REIN employed by AURORA knows, or should know, when there is a huge disparity between the value of Plaintiff's property being negotiated for in consideration of only Ten ($10.00), allegedly paid to MERS® a separate corporation which owns no beneficial interest in said property is Constructive Fraud;

562. AURORA has alleged it acquired debtor's (LEHMAN BROTHERS BANK FSB) right, title and interest in Plaintiff's NOTE, whereby MERS® Assigned same to AURORA for Sixty Five Thousand times less than its true face value, §726.105(1)(b) Fla. Stat., however neither LEHMAN BROTHERS BANK nor MERS® is the true Owner, Holding any right, title, or interest in Plaintiff's alleged debt to Assign;

563. Defendant AURORA is not a bona fide purchaser, even if LEHMAN BROTHERS BANK FSB was in fact the Real-Party-in-Interest, but under Bankruptcy protection, as AURORA claims to of acquired Plaintiff's debt for Ten ($10.00); *ergo*,

564. AURORA can not be Holder-in-Due-Course as AURORA did not buy Plaintiff's debt for value in good faith; see § 673.3021 Fla. Stat., or U.C.C. §3-302; also,

565. AURORA knew before the Assignment was executed there was an uncured default, § 673.3021(b)3 Fla. Stat., means, purchase is made by a Third-Party-Debt-Collector same being an unsecured debt; also,

566. AURORA is an insider, in Privity with Assignor §726.105(2)(a) Fla. Stat.;

567. CEO TOM WIND of AURORA knew, or should have known the Assignment executed by its employee JOANN REIN is a Fraudulent Conveyance, or Fraudulent Transfer as Assignor is Bankrupt, §726.105(2)(i) Fla. Stat.; and,

568. Assignment, conveying Plaintiff's Mortgage and NOTE from LEHMAN BROTHERS BANK FSB is a Forgery; see Special-Endorsements found on the copy of a copy of the alleged NOTE in question;

569. Plaintiff contends the Exhibit AURORA holds, which is a copy of a copy of Plaintiff's alleged NOTE is a forgery; see Title XLVI Crimes, §831.01,

570. MERS® *et al.,* knowingly Assigned Plaintiff's debt without the true Owner's knowledge, consent, or authorization, is Constructive Fraud which conveys nothing, done by MERS® with the imputed knowledge of MERSCORP, as an on-going business practice, in the normal course of its every day business practices;

571. In order for AURORA to show Standing fabricated said Assignment out of whole cloth, done with dolus against this Plaintiff; however,

572. also done with dolus against the justice system, as a Fraud-Upon-the-Court, done knowingly and is in part AURORA's on-going corrupt business plan, acquire cheap real-estate for pennies on the dollar, (cost of litigation, plus $10.00) potentially displacing Plaintiff and others similarly situated, using the justice system to facilitate this ill-gotten-gain; which creates and presents a substantial and specific danger to the public's health, safety, or welfare for over ninety percent (90%) of Floridians in foreclosure who are either un-represented, under-represented, or chose to abandon their property due to AURORA's Superior-Knowledge and funding, *ergo* AURORA is preying upon the weak and un-informed.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, JOANN REIN, MERSCORP, MERS®, LEHMAN BROTHERS BANK FSB, LEHMAN BROTHERS HOLDINGS INC, LASALLE BANK NATIONAL ASSOCIATION, U.S. BANCORP as TRUSTEE, successor in interest to LASALLE BANK NATIONAL ASSOCIATION jointly, or severally for Intrinsic Fraud, Fraud Upon the Court, in Case NO. 07-80998;

finding in the Affirmative, in whole or part, disgorge these Defendant's of all ill-gotten-gain whereby AURORA has taken property from Borrower evidenced by an Assignment from MERS® as Nominee for LEHMAN BROTHERS BANK FSB after September 15th 2008 and up to a year prior; award Plaintiff the face value of the NOTE in treble, or / and award Plaintiff actual damages, compensatory damages, general damages, or / and punitive damages; Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

[Intentionally left blank]

COUNT III.
INTRINSIC FRAUD

573. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

574. Case NO. 09-CA-017057, filed May 15th 2009, COUNT III, AURORA, as Plaintiff therein plead ***"...action to enforce a lost, destroyed or stolen promissory note and mortgage under Fla. Stat. § 673.3091."*** because,

575. Pursuant to section § 90.953, Florida Statutes, (2002), Florida's code of evidence, the plaintiff in a mortgage foreclosure must present the original Promissory-NOTE as a duplicate of a note is not admissible, or have said NOTE reestablished;

576. Between December 12th 2008 (INTERROGATORY, "Exhibit A") and May 15th 2009 Defendant AURORA wants the Court to believe it lost the genuine NOTE and Mortgage, face value of Six-Hundred-and-Fifty-Thousand, ($650,000.00), knowing foreclosure litigation is on the horizon; but,

577. Defendant AURORA failed to report this loss to the Securities and Exchange Commission, **General Rules and Regulations promulgated under the Securities Exchange Act of 1934, Rule 17f-1**; ***Requirements for Reporting and Inquiry with Respect to Missing, Lost, Counterfeit or Stolen Securities***; as such,

578. seeing AURORA did not report the NOTE as lost, stolen or missing to the Securities and Exchange Commission, is most likely because AURORA did not lose it.

579. Lose a cell-phone the insurance company will not replace same until it is reported to the police first, as missing, lost or stolen; **Rule 17f-1** *should be* considered as a pre-requisite to bringing a § 673.3091 Fla. Stat. Claim into Court *ab initio*; that way,

580. Notice to the Securities and Exchange Commission (COP on the beat) of Rule 17f-1 Claim, ***with Respect to Missing, Lost, or Stolen Securities,*** by the wrong party, verified under penalty of perjury, would result in a charge of Securities Fraud against a party making a knowingly false claim, and the Court could rely on testimony after Rule 17f-1 compliance has been met;

581. Rule 17f-1in place would help Plaintiff in this instance and Plaintiff believes others similarly situated to verify the identity of the Real-Party-in-Interest, Holder-in-Due-Course and would provide some recourse in the event of inexcusable error, or Fraud; because,

582. Remedy provided by the Court Indemnifying a victim of wrongful foreclosure against any future NOTE-Holder's Claim is no conciliation for the irreparable harm done by a pretender displacing a family, like Plaintiff's, and others similarly situated.

583. Defendant AURORA, by way of its employee THEODORE SCHULTZ, a known robo-signer, executed a second colorable Assignment June 8th 2009 allegedly setover Plaintiff's Mortgage **and NOTE** a second time to AURORA, for AURORA's benefit, without explanation as to where it acquired this second NOTE from, as MERS® is not a party to Plaintiff's Note and the record is barren of any representation that MERS®, purported Assignor, had any authority to take any action with respect to an alleged second Mortgage along with a phantom-NOTE; See "Exhibit H," AFTER,

584. AURORA on May 15th 2009 pleads to the Court for ***"... action to enforce a lost, destroyed or stolen promissory note and mortgage ...."***

585. It appears on the record AURORA claimed it lost the NOTE-Mortgage on or before May 15th 2009 (lis Pendens), but before the legal formality of the second Assignment occurred, executed by THEODORE SCHULTZ allegedly on June 8th 2009, recorded September 24th 2009;

586. Assignor THEODORE SCHULTZ acting in the capacity of Certifying Officer of MERS® also as Vice President of MERS®, MERS® acting in the capacity of Nominee for LEHMAN BROTHERS BANK FSB allegedly Assigned Plaintiff's NOTE-Mortgage for a second time to AURORA after LEHMAN BROTHERS BANK FSB petitioned the Court for protection under Bankruptcy Code, Chapter 11, September 2008, see §726.105(2)(i) Fla. Stat.

587. As a general proposition, evidence of a valid assignment, proof of purchase of the debt or evidence of an effective transfer is required to prove that a party validly holds the NOTE and Mortgage it seeks to foreclose. **See Booker v. Sarasota, Inc., 707 So. 2d 886, 889 (Fla. 1st DCA 1998)**; thereby,

588. THEODORE SCHULTZ *et al.*, may have committed a criminal act under 18 U.S.C. §§ 152, 157 for concealment of property and having the intention to divest property from the debtor's estate while under Bankruptcy protection, did do so without seeking relief from the automatic stay, nor Noticed the Judicial Trustee.

589. Appointment of a receiver puts all the property subject to the receivership in the custody of the court. See R. Clark, **Clark on Receivers** § 36 **(1959)** (receiver is an arm or administering hand of the court).

590. Any interference with the receiver's functions is punishable by contempt. See, e.g., **Clear Creek Power & Development Co. v. Cutler, 79 Cob. 355, 245 P. 939 (1926).**

591. Defendant AURORA commenced a legal Action against Plaintiff May 15th 2009, Case NO. 09-CA-017057, in its own name, for its own benefit, appearing as the Real-Party-in-Interest, Holder-in-Due-Course, precedent to an Assignment of Plaintiff's NOTE and Mortgage from MERS® acting in the capacity as nominee of LEHMAN BROTHERS BANK FSB; however,

592. Defendant CEO TOM WIND of AURORA knows, as Servicer of said debt, the monthly mortgage-payment received from Plaintiff, paid out by AURORA, is paid out to an Entity other than LEHMAN BROTHERS BANK FSB; because,

593. LEHMAN BROTHERS BANK FSB Holds no legal nor equitable interest in Plaintiff's NOTE-Mortgage, other than in name only, from prior to Mortgage-Loan's inception; wherein fact,

594. Defendant AURORA and CEO TOM WIND of AURORA know it is merely the Servicer of this alleged debt in question; see communication dated March 24th 2010, from Kahrl Wutscher LLP, "Exhibit I," hereto attached; wherein,

595. Kahrl Wutscher LLP identifies itself as a law Firm representing to represent Defendant AURORA, *ergo* representing CEO TOM WIND of AURORA;

596. Kahrl Wutscher LLP discloses in this communication, in part, the following;

"Aurora has the right to enforce the Note evidencing the debt, and has the right to receive payment of the debt for and on behalf of the owner of the debt."

"The name of the current owner of the debt is: LEHMAN BROTHERS HOLDINGS INC. 745 Seventh Ave., 7th Floor, New York, NY 10019."

*"... **please note that Aurora is only the servicer of the subject loan**"*

597. AURORA freely admits privately, by way of one of its legal representatives on March 24th 2010, AURORA is the Servicer, and that it knows the Real-Party-in-Interest [sic] is LEHMAN BROTHERS HOLDINGS INC, a non-party in Case NO. 09-CA-017057; whereby Plaintiff's understanding of what a "real party in interest" is; is,

1) the party with the legal right to bring suit, and

2) a party who is not seeking to assert another party's rights. see **Woodberry, 383 B.R. 373 (Bankr. D.S.C. 2008).**

598. This non-party in Case NO. 09-CA-017057, LEHMAN BROTHERS HOLDINGS INC is the Entity which exercises control over AURORA under the TRUST AGREEMENT, and SERVICING AGREEMENT, at all times relevant herein;

599. Kahrl Wutscher LLP, communication dated September 1st 2010, see "Exhibit O," again confirms LEHMAN BROTHERS HOLDINGS INC is the alleged owner of Plaintiff's debt; see **Fina Supply, Inc. v. Abilene Nat. Bank, 726 S.W.2d 537, (1987)**;

600. Kahrl Wutscher LLP's communication does not make mention of the fact LEHMAN BROTHERS HOLDINGS INC is also in Bankruptcy, at all times relevant.

601. AURORA is a sophisticated Servicer, registered within the State of Florida as a foreign Limited Liability Company, with a locally registered agent;

602. AURORA possesses the means by which to employ many Attorneys and does receive competent legal advice.

603. Defendant CEO TOM WIND of AURORA knows, or should have known there is a huge disparity between the value placed on Plaintiff's property (NOTE / Mortgage / Home) negotiated in consideration of only Ten ($10.00), allegedly paid to MERS®, is Constructive Fraud;

604. MERS® is a separate corporation owns nether neither legal nor equitable title to Plaintiff's NOTE or Mortgage to Assign, *ergo* Collateral Fraud;

605. Defendant AURORA could not be considered as a bona fide purchaser if LEHMAN BROTHERS BANK FSB was in fact the Real-Party-in-Interest, which it is not, but it is under Bankruptcy protection at all time relevant herein; whereby,

606. AURORA is informing the court it has acquired Plaintiff's debt for a second time, again for Sixty Five Thousand times less than its face value, is Constructive Fraud, a Fraud upon the Court, and would be viewed as Contempt against the back-drop of a Bankruptcy proceeding, but it really never happened, considering AURORA's claim to a lost, stolen or destroyed NOTE-Mortgage, before the Mortgage was legally Assigned, *ergo* the NOTE could not be conveyed (June 8th 2009) if it is missing (May 15th 2009);

607. CEO TOM WIND of AURORA knew, or should have known the Assignment executed by its employee, THEODOR SCHULTZ wearing a MERS® hat, is a Fraudulent Conveyance done in Form only, or Fraudulent Transfer done in Form only, done awhile Assignor is under Bankruptcy protection §726.105(2)(i); also,

608. AURORA is an insider, in Privity with Assignor §726.105(2)(a); and,

609. AURORA allegedly paid Ten ($10.00) an amount far from representing true market value of Plaintiff's NOTE, done without Judicial Review §726.105(1)(b);

610. AURORA can not be Holder-in-Due-Course as AURORA did not buy Plaintiff's debt for value in good faith §726.105(1)(b); also,

611. AURORA knew before the Assignment was executed there was an uncured default; see § 673.3021(b)3.

612. Plaintiff maintains the Exhibit AURORA holds, which AURORA averred as being a copy of Plaintiff's genuine NOTE is a forgery; see § 673.3021(1)(a), and,

613. Assignment, conveying Plaintiff's Mortgage and NOTE from LEHMAN BROTHERS BANK FSB, is a Forgery; see Special-Endorsements on the alleged NOTE.

614. MERS® *et al.,* knowingly and intentionally Assigned Plaintiff's alleged debt without the true Owner's knowledge, consent, or written authorization, is Collateral Fraud, done by MERS® with the imputed knowledge of MERSCORP *et al.,* as an ongoing generally accepted daily business practice;

615. AURORA knowing it lacked Standing in Case NO. 09-CA-017057 fabricated an Assignment out of whole-cloth, done with dolus against this Plaintiff; however,

616. also done with dolus against the justice system, as a Fraud-Upon-the-Court, done knowingly, and is in part AURORA's on-going corrupt business plan to acquire cheap real-estate for pennies on the dollar (cost of litigation), potentially displacing Plaintiff and others similarly situated using the Court system to facilitate this ill-gotten-gain; which creates and presents a substantial and specific danger to the public's health, safety, or welfare for over ninety percent (90%) of Floridians in foreclosure who are either un-represented, under-represented, or chose to abandon their property due to AURORA's Superior-Knowledge and funding, *ergo* AURORA is preying upon the weak and un-informed.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, MERSCORP, MERS®, THEODORE SCHULTZ, LEHMAN BROTHERS BANK FSB, LEHMAN BROTHERS HOLDINGS INC, LASALLE BANK NATIONAL ASSOCIATION, U.S. BANCORP as TRUSTEE, successor in interest to LASALLE BANK NATIONAL ASSOCIATION jointly, or severally for Intrinsic Fraud, Fraud Upon the Court in Case

NO. 09-CA-017057; finding in the Affirmative, in whole or part, disgorge these Defendant's of all ill-gotten-gain whereby AURORA has taken property from Borrower evidenced by an Assignment from MERS® as Nominee for LEHMAN BROTHERS BANK FSB after September 15th 2008 and up to a year prior; award Plaintiff the face value of the NOTE in treble, or / and award Plaintiff actual damages, compensatory damages, general damages, or / and punitive damages; Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

[Intentionally left blank]

COUNT IV.
INTRINSIC FRAUD

617. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

618. Assistant Vice President of AURORA, LAURA MCCANN, joined with co-worker CYNTHIA WALLACE, a/k/a CINDY WALLACE who occupies an Office in the Default Resolution Department, jointly, or severally provided perjured testimony in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC, testified AURORA was Holder in possession of Plaintiff's once wet ink signature found on the genuine NOTE-Mortgage in question;

619. testified ***"Aurora is the assignee of the mortgage, pursuant to the Corporate Assignment of Mortgage attached hereto."*** See "Exhibit A" titled AURORA LOAN SERVICES INTERROGATORY Answer to number 13;

620. CORPORATE ASSIGNMENT OF MORTGAGE, states in part; ***"...Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note..."*** together with the NOTE are words of material significance intentionally omitted from the INTERROGATORY Answer in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC, considering the Mortgage follows the NOTE; see U.C.C. §9-203(g).

621. Mortgage is incidental to the NOTE;

622. transfer of the Mortgage without the NOTE is a nullity; whereby,

623. conveyance of the NOTE carries with it the Mortgage;

624. LAURA MCCANN joined with co-worker CYNTHIA WALLACE, a/k/a CINDY WALLACE did not tell the whole truth as they knew it, but a partial truth in the INTERROGATORY, intentionally with-held material information, done knowingly, maliciously, and is Fraud by intentional omission when there is a duty to speak.

625. Plaintiff herein, but Defendant in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC requested production of the original NOTE for inspection; thereafter,

626. AURORA paid the IRS One-Hundred-and-Fifty-Thousand ($150,000.00), and was dropped as a Defendant in that case, without admitting to any wrong doing, AURORA did not produce the genuine NOTE nor produced a copy thereof concealing the Special-Endorsements found thereon; then,

627. May 15th 2009 Law Offices of DAVID J. STERN P.A. commenced a foreclosure Action on behalf of AURORA, in AURORA's name for AURORA's benefit, pleading with the Court to reestablish said NOTE-Mortgage claiming it was lost, stolen, or destroyed while in AURORA's possession;

628. AURORA was never in possession of Plaintiff's NOTE-Mortgage; as,

629. Fabrication of a second Assignment is a Freudian-Admission made by AURORA as to not owning the debt July 9th 2008 (first Assignment), and AURORA admittedly is not in actual possession of the NOTE-Mortgage May 15th 2009; and,

630. Loss of possession did occur upon LEHMAN BROTHERS BANK FSB transferring all of its right, title and interest thereto LEHMAN BROTHERS HOLDINGS INC, July 2006;

631. AURORA can not reasonably obtain possession of Plaintiff's NOTE-Mortgage because the Trustee is the registered Holder but never received the closing documents; however setting that aside,

632. LEHMAN BROTHERS HOLDINGS INC is the last known Holder.

633. This issue of a lost NOTE was addressed by Florida's Fourth District Court of Appeal in **State Street Bank and Trust Co. v. Lord**, where the court held that the right to enforce a lost instrument is not properly assigned where neither Assignee nor its predecessor in interest possessed the note and did not otherwise satisfy the requirements of section §673.3091 Fla. Stat., 851 So.2d 790 (Fla. 4th DCA 2003);

634. The predecessor Entities known as LEHMAN BROTHERS BANK FSB, LEHMAN BROTHERS HOLDING INC and STRUCTURED ASSET SECURITIES CORPORATION are in *custodia legis* at all times relevant.

635. If, LEHMAN BROTHERS BANK FSB is the Real-Party-in-Interest upon recordation of the first Assignment June 11th 2009, or upon execution of the second Assignment June 8th 2009, Bankruptcy's Judicial Trustee is in possession of debtor's estate at all time relevant; however,

636. LEHMAN BROTHERS BANK FSB did convey Plaintiff's NOTE to LEHMAN BROTHERS HOLDING INC, as the endorsement on the alleged NOTE shows *prima fascia*, see "Exhibit Z," pg 4, which under the TRUST AGREEMENT LEHMAN BROTHERS HOLDING INC did pledge Plaintiff's debt to said Trust, but reneged and did not deliver the physical paper NOTE, to the best of Plaintiff's knowledge, information and belief;

637. Defendant AURORA, May 15th 2009, Case NO. 09-CA-017057, COUNT I, paragraph 5; ***"The Plaintiff*** (AURORA) ***owns and holds the Note and Mortgage."*** (emphasis added).

638. Defendant AURORA May 15th 2009, COUNT III pleads, in part, "... ***action to enforce a lost, destroyed or stolen promissory note and Mortgage...*** " which maybe considered perjury by inconsistent statement; as Plaintiff finds the averment to hold something which is missing, lost or stolen, incomprehensible; then,

639. Assign (sell) June 8th 2009 to Assignee (buyer) the same NOTE-Mortgage in which three weeks earlier AURORA alleged is lost, stolen or destroyed, did not then convey anything, thus is an illusionary transaction (done in Form only), filed with the Clerk of the Court, as evidence to show interest in Plaintiff's property, is an Act of Intrinsic Fraud; in addition,

640. Assignment conveying Plaintiff's Mortgage and NOTE from LEHMAN BROTHERS BANK FSB is a Forgery; see Special-Endorsements found on a copy of a copy of the alleged NOTE.

641. Defendant AURORA making an offer (October 19th 2010), to Modify Plaintiff's Mortgage-Loan as the Servicer of this alleged debt on behalf of an unidentified Principal was done AFTER,

642. Defendant AURORA filed an Action (September 2009) in which to foreclose on Plaintiff's property appearing as the Real-Party-in-Interest, is Perjury by Inconsistent Statement, *ergo* Judicial Estoppel in Case NO. 09-CA-017057.

643. AURORA's entire Action against this Plaintiff in Case NO. 09-CA-017057 is predicated upon an illusionary conveyance from MERS®, fabricated from whole-cloth for the sole purpose of litigation;

644. illusionary conveyance from MERS® was fabricated from whole-cloth to trick the Court into acting upon a legal [sic] looking document, but fraudulent in nature, executed under seal, deception done knowingly, intentionally, as part of an ongoing corrupt business practice, done with dolus, to achieve a desired outcome, in part, to illegally tip the scales of justice in favor of Defendant AURORA *et al.*; which,

645. creates and presents a substantial and specific danger to the public's health, safety or welfare for over ninety percent (90%) of Floridians in foreclosure who are either un-represented, under-represented, or chose to abandon their property due to AURORA's Superior-Knowledge and funding, *ergo* AURORA is preying upon the weak and un-informed.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against Defendant AURORA, TOM WIND as CEO of AURORA, MERSCORP, MERS®, LEHMAN BROTHERS BANK FSB, LAURA MCCANN, CYNTHIA WALLACE, a/k/a CINDY WALLACE jointly or severally for Intrinsic Fraud, Perjury; finding in the Affirmative, in whole or part, award Plaintiff the face value of the NOTE in treble, or / and award Plaintiff actual damages, compensatory damages, general damages, or / and punitive damages, Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT V.
EXTRINSIC FRAUD

646. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

647. Defendant LEHMAN BROTHERS BANK FSB filed for Bankruptcy protection September 15th 2008, insolvent two months after this alleged debt was first Assigned, July 9th 2008, for the sum of Ten ($10.00), for a valuable asset worth sixty five thousand times Ten ($10.00), without lifting the automatic Stay, is a Fraudulent Conveyance, or Fraudulent Transfer, thus, said negotiation is void, *ab initio,* see Title XLI ss. 726.101-726.112.

648. Florida State Statute 726.101 may be cited as "Uniform Fraudulent Transfer Act"

649. Plaintiff points to 726.106 (1) Fla. Stat., each condition precedent to a finding of Fraudulent Transfer is present in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC; except,

650. LEHMAN BROTHERS BANK FSB did not Own nor possess the documents alleged transferred or assigned;

651. ASSOCIATES LAND TITLE, INC handled the Closing documents for a party yet to be discovered, but is someone, or some entity other than LEHMAN BROTHERS BANK FSB, considering the "sold forward contract," *supra*;

652. Fraudulent Transfer was done in Form only, not substance;

653. The Securities and Exchange Commission documents articulate the negotiation between the parties following this link below, a matter of public record;

http://www.sec.gov/cgi-bin/browse-edgar?company=Lehman+XS+Trust+2006-11&match=&CIK=&filenum=&State=&Country=&SIC=&owner=exclude&Find=Find+Companies&action=getcompany

654. Transfer of Plaintiff's debt from LEHMAN BROTHERS BANK FSB setover to AURORA is but an illusion fabricated from whole cloth, done for reason of deception, as Assignment is used as *prima fascia* evidence in order to show interest in Plaintiff's property, which legally is registered to a non-party;

655. AURORA fabricated a document under seal which lacks a legal foundation, said document is titled CORPORATE ASSIGNMENT OF MORTGAGE, recorded same with the Clerk of the Court and the Public's Registrar of Deeds.

FRAUDULENT ASSIGNMENT OF MORTGAGE
A fraudulent assignment of mortgage is an invalid assignment that was prepared and/or executed by a natural person who knowingly and willfully created the document for use in commerce with the knowledge and intention of deceiving or defrauding the public or with willful disregard for the truth which can form the basis for imputed knowledge.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, MERS®, MERSCORP, LEHMAN BROTHERS BANK FSB, and JOANN REIN jointly, or severally for Fraudulent Transfer done in Form only, or Fraudulent Conveyance done in Form only, Extrinsic Fraud with imputed knowledge of CEO TOM WIND of AURORA and with imputed knowledge of MERSCORP; award Plaintiff the face value of the NOTE in treble, or / and actual damages, compensatory damages, general damages, or / and punitive damages; disgorge these Defendant's of all ill-gotten-gain whereby AURORA has taken property from Borrower evidenced by an Assignment from MERS® as Nominee for LEHMAN BROTHERS BANK FSB after September 15th 2008 and up to a year prior; Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT VI.
EXTRINSIC FRAUD

656. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

657. Defendant LEHMAN BROTHERS BANK FSB is under Bankruptcy protection as of September 15th 2008, insolvent during the time this second debt was allegedly transferred, June 8th 2009;

658. AURORA paid [sic] the sum of Ten ($10.00) for a valuable asset worth sixty five thousand times Ten ($10.00), without lifting the automatic Stay, is a Fraudulent Conveyance, or Fraudulent Transfer, thus said negotiation is void, *ab initio*.

659. Plaintiff points to 726.106 (1) Fla. Stat., each condition precedent to a finding of Fraudulent Transfer is present in Case NO. 09-CA-017057; except,

660. LEHMAN BROTHERS BANK FSB did not own nor possess the documents alleged transferred or assigned;

661. Fraudulent Transfer was done in Form only, not substance;

662. Fraudulent Assignment / Transfer is but an illusion fabricated from whole cloth by AURORA *et al.*, knew, or should have known, Assignment lacked a legal foundation, document titled CORPORATE ASSIGNMENT OF MORTGAGE.

FRAUDULENT ASSIGNMENT OF MORTGAGE;
A fraudulent assignment of mortgage is an invalid assignment that was prepared and/or executed by a natural person who knowingly and willfully created the document for use in commerce with the knowledge and intention of deceiving or defrauding the public or with willful disregard for the truth which can form the basis for imputed knowledge.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, MERSCORP, MERS®, LEHMAN BROTHERS BANK FSB, and THEODORE SCHULTZ jointly or severally for Fraudulent Transfer done in Form only, or Fraudulent Conveyance done in Form only, which is an Act of Extrinsic Fraud with imputed knowledge of CEO TOM WIND of AURORA and with imputed knowledge of MERSCORP; finding in the Affirmative, in whole or part, award Plaintiff the face value of the NOTE in treble, or / and actual damages, compensatory damages, general damages, or / and punitive damages; disgorge these Defendant's of all ill-gotten-gain whereby AURORA has taken property from Borrower evidenced by an Assignment from MERS® as Nominee for LEHMAN BROTHERS BANK FSB after September 15th 2008 and up to a year prior; Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT VII.
CIVIL CONSPIRACY TO COMMIT LARCENY

663. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

664. Defendant AURORA in reference to its relationship with this Plaintiff is that between the Maker and a Third-Party-Debt-Collector, under the financial over-sight of TOM WIND, Chief Financial Officer OF AURORA, who knows or should know, Plaintiff's NOTE in question is legally unattainable by AURORA, based on Premises Considered and the fact said NOTE-Mortgage is held as a collateralized interest within a REMIC, hypothecated to the DTC;

665. CEO TOM WIND of AURORA is using Superior-Knowledge to take advantage of Plaintiff's ignorance of the law devised a scheme to cheat Plaintiff of property, and others similarly situated, by intentional misrepresentation;

666. CEO TOM WIND of AURORA is using Superior-Knowledge to take advantage of the Court system by subterfuge (MERS® – fabricated Assignments) to cheat Plaintiff of property, and others similarly situated, by intentional misrepresentation;

667. CEO TOM WIND of AURORA was in Privity with all Party signatory's to the Verified Controlling-Documents filed with the Securities and Exchange Commission, knows, or should have known, Plaintiff's Promissory-NOTE is registered as being in the care custody and control of a REMIC, titled LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, as,

668. CEO TOM WIND of AURORA make cash flow payments to said REMIC monthly (directly, or indirectly byway of LEHMAN BROTHERS HOLDINGS INC, as intermediary);

669. CEO TOM WIND of AURORA knows or should know AURORA does not disburse monthly cash flow payments to LEHMAN BROTHERS BANK FSB as LEHMAN BROTHERS BANK FSB's debt has been satisfied;

670. Plaintiff does not owe any money to LEHMAN BROTHERS BANK FSB, and AURORA knows this to be true, therefore has refused to validate said debt, after receipt of written request to do so.

671. All parties to the Controlling-Documents are Bankrupt or in reorganization, and should LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 ever become insolvent, liquidate in whole or part then AURORA or its Parent will retain the cash-flow, foreclosed property and alike, not by negotiation, but by last man standing using a constructive deception against the Borrower / Plaintiff and the Court system;

672. CEO TOM WIND of AURORA knows, or should know, REMIC is a Phantom-Entity, a foreign (New York) Unregistered Investment Company at all times relevant;

673. CEO TOM WIND of AURORA knows, or should know, REMIC as an Unregistered Investment Company is precluded from conducting any type of business (buying, selling, trading or modifying Mortgages), but may liquidate its holdings in the normal course of business, i.e. divesting an insured defaulted NOTE-Mortgage, for lets say Ten ($10.00).

674. CEO TOM WIND of AURORA knows or should know looking at the NOTE, LEHMAN BROTHERS HOLDINGS INC is the last known Holder-in-Due-Course of Plaintiff's Promissory-NOTE, by Special-Indorsement; comes now,

675. AURORA's authorized agent Kahrl Wutscher LLP, a law Firm, (miss-) inform Plaintiff ***"... the current owner of the debt is: LEHMAN BROTHERS HOLDINGS INC."*** (Extrinsic Fraud and Mail Fraud)

676. AURORA, and LEHMAN BROTHERS HOLDINGS INC are in Privity under the TRUST AGREEMENT; and,

677. AURORA, and LEHMAN BROTHERS HOLDINGS INC are in Privity under the SERVICING AGREEMENT; and,

678. Servicing-Rights held by AURORA is controlled by LEHMAN BROTHERS HOLDINGS INC, as of November 15th 2006, this information is not found under NOTICE OF ASSIGNMENT SALE OR TRANSFER OF SERVICING RIGHTS "Exhibit F" but found in reading the SERVICING AGREEMENT, filed with the Securities and Exchange Commission; however,

679. LEHMAN BROTHERS HOLDINGS INC did not inform Plaintiff of a change of Creditor as required under Florida law § 559.715;

680. LEHMAN BROTHERS BANK FSB is a Strawman, Nominal-Lender in name only, *ab initio*;

681. STRUCTURED ASSET SECURITIES CORPORATION did acquire Trust-Certificates in exchange for Plaintiff's Wet-Mortgage-Loan; however,

682. STRUCTURED ASSET SECURITIES CORPORATION did not convey Plaintiff's NOTE to the Trust, as required; because,

683. STRUCTURED ASSET SECURITIES CORPORATION, the securitization arm of LEHMAN BROTHERS HOLDINGS INC, did not receive Plaintiff's Closing-Documents from its parent;

684. LEHMAN BROTHERS HOLDINGS INC may still be in possession of Plaintiff's NOTE, but is not the person entitled to enforce the NOTE. See UCC §§ 3-306 and 9-315(a)(2).

685. STRUCTURED ASSET SECURITIES CORPORATION filed for Bankruptcy protection February 9, 2009.

686. Signatories to the Controlling-Documents in relation to this Foreign-Unregistered-Investment-Company, titled LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 are all bankrupt, except AURORA, the Servicer, with Superior-Knowledge knows this to be true.

687. AURORA and Tom Wind using their Superior-Knowledge have devised a scheme whereby AURORA can accumulate real-property, legally registered to a Non-Party-Beneficiary (i.e. Trust-Certificate-Holder, by and through the DTC), however AURORA knows said Non-Party-Beneficiary lacks the legal capacity to make a Claim; as Trust-Certificate-Holder's rights is analogous to purchasing oranges (Trust-Certificates) from the supermarket (DTC), does not give the consumer (Certificate-Holder) any rights to the tree (NOTEs); see "Exhibit Q" hereto attached; also,

688. Non-Party-Beneficiary, Trust-Certificate-Holder, lacks the legal capacity to Assign / Convey / Modify Plaintiff's NOTE; see "Exhibit Q" hereto attached; or,

689. Trust a/k/a REMIC no longer exists; so,

690. AURORA makes a Claim knowing there can not be a competing Claim.

691. CEO TOM WIND OF AURORA using Superior-Knowledge has devised a scheme whereby AURORA can accumulate real-property, situated like Plaintiff's, in which AURORA has no legal or equitable interest, other than the Servicing rights of said debt, now will become the Beneficiary to said debt by a constructive deception.

692. Plaintiff holds indisputable Verified evidence showing Plaintiff's NOTE was negotiated numerous times, by various parties and the only mention of AURORA in these Controlling-Documents is in context of Servicer of this alleged debt; until,

693. THEODORE SCHULTZ, and JOANN REIN, employees of AURORA and Certifying Officers of MERS®, nominee of LEHMAN BROTHERS BANK FSB as Assignor, colorably assigned Plaintiff's debt to AURORA, in Form only;

694. THEODORE SCHULTZ and JOANN REIN acted outside of their legal capacity, did do so in an attempt to commit an act of Larceny against Plaintiff, manipulating legal looking documents, *ergo* manipulating the justice system to facilitate ill-gotten-gain;

695. THEODORE SCHULTZ or JOANN REIN, Certifying Officers of MERS® colorably assigned Plaintiff's debt to AURORA without explanation as to where, when or who they acquired said debt from, as MERS® is not a party to Plaintiff's Note and the record is barren of any representation that MERS® purported Assignor had any authority to take any action with respect to Plaintiff's Note[s].

696. Defendant MERS® or MERSCORP have been in the private registration business actively since 1995 recording negotiated Titles between it's Members; and,

697. Defendant AURORA in the Servicing business since 1999, *ergo* Plaintiff finds it hard to believe these Defendants MERS®, MERSCORP or AURORA *et al.*, transferred a phantom NOTE by mistake, twice, or that these types of incidents are not the norm, because MERSCORP knows MERS® can not transfer beneficial interest in the State of Florida, but continues to do so as seen herein, intentionally ignoring all Florida case law on this subject matter;

698. The Supreme Court found that the Plaintiff in a civil RICO action need establish only a criminal "violation" and not a criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to effect the congressional purpose as broadly formulated in the Statute. **Sedima, SPRL v. Imrex Co., 473 US 479 (1985)**.

699. THEODORE SCHULTZ or JOANN REIN, Certifying Officers of MERS® colorably assigned Plaintiff's NOTE-Mortgage without the legal capacity to do so; did do so two years after,

700. LEHMAN BROTHERS BANK FSB by Special-Indorsement, consigned and setover Plaintiff's Wet-Promissory-NOTE, with all its right, title and interest therein to LEHMAN BROTHERS HOLDINGS INC, as a true sale;

701. CEO TOM WIND of AURORA knows Plaintiff's monthly Mortgage payments received by AURORA, paid out by AURORA, is not paid out to LEHMAN BROTHERS BANK FSB; *ergo* CEO TOM WIND of AURORA know LEHMAN BROTHERS BANK FSB hold neither legal nor equitable interest in said debt;

702. AURORA *et al.*, is attempting to permanently deprive Plaintiff of property, by constructing a Fraud, an illegal taking, for its own use and benefit, done knowingly and is an ongoing corrupt business practice, done in the normal course of its everyday business practices;

703. CEO TOM WIND of AURORA knows, a fabricated Assignment created from whole cloth lacking a legal foundation, used as *prima fascia* evidence, is Fraud;

704. AURORA, TOM WIND, MERSCORP, MERS®, LEHMAN BROTHERS BANK FSB, LEHMAN BROTHERS HOLDINGS INC, THEODORE SCHULTZ, and JOANN REIN have jointly or severally conspired to commit Larceny, by fabricating evidence to make AURORA appear as the Real-Party-in-Interest / Holder-in-Due-Course, when they knew, or should have known, AURORA was never the Real-Party-in-Interest, as there is no credible evidence to the contrary.

705. DEFENDANT *et al.,* all stand-by and know, Plaintiff's foreclosure, and others similarly situated are fraudulent in their nature, *supra*, but stand silent in condolence, over a system in their care custody and control under the corporate veil of MERSCORP, which DEFENDANT either created, support financially or employ thus making DEFENDANT co-conspirator, liable as a facilitator of said Fraudulent behavior, facilitator of Larceny on a grand scale.

706. Defendants AURORA or Tom Wind are using the artifice of MERS®, their employee mixed with their Superior-Knowledge to manipulate the Court system, using in-house (out-sourced) fabricated *prima fascia* evidence to acquire ill-gotten-gain; which creates and presents a substantial and specific danger to the public's health, safety, or welfare of over ninety percent (90%) of Floridians in foreclosure who are un-represented, under-represented, or chose to abandon their property due to AURORA's Superior-Knowledge and funding, *ergo* AURORA is preying upon the weak and un-informed.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against DEFENDANT, AURORA, with the imputed knowledge of CEO TOM WIND of AURORA, with the imputed knowledge of MERSCORP, MERS®, LEHMAN BROTHERS BANK FSB, THEODORE SCHULTZ, and JOANN REIN jointly or severally for Civil Conspiracy to commit Grand Larceny of over Three-Hundred ($300.00); finding in the Affirmative, in whole or part, disgorge these

DEFENDANT's of all ill-gotten-gain whereby AURORA has taken property from Borrower evidenced by an Assignment from MERS® as Nominee for LEHMAN BROTHERS BANK FSB after September 15th 2008 and up to a year prior; award Plaintiff damages, along with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

[Intentionally left blank]

COUNT VIII.
DOUBLE DIPPING

707. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

708. AURORA, TOM WIND, MERSCORP, MERS®, LEHMAN BROTHERS BANK FSB, know, or should know, pursuant to the Controlling-Documents Plaintiff's NOTE-Mortgage, its Registered-Holder is LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, held as collateralized interest in Mortgage Backed Securities; whereby,

709. STRUCTURED ASSET SECURITIES CORPORATION hypothecated Plaintiff's debt in consideration for Trust-Certificates, sold by and through the DTC to investors; but,

710. STRUCTURED ASSET SECURITIES CORPORATION did not deliver Plaintiff's Closing-Documents to the Trustee of LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, pursuant to what the Screen-Shot shows, held in Plaintiff's care custody and control; as,

711. LEHMAN BROTHERS HOLDINGS INC did not deliver the Closing-Documents to STRUCTURED ASSET SECURITIES CORPORATION, presumptively, or at least Plaintiff could not find any evidence to the contrary;

712. LEHMAN BROTHERS BANK FSB as "Originator," LEHMAN BROTHERS HOLDINGS INC as "Seller" under the TRUST AGREEMENT, did sell Plaintiff's NOTE, as a true sale, with all of its right, title and interest thereto STRUCTURED ASSET SECURITIES CORPORATION July 2006, thereafter STRUCTURED ASSET SECURITIES CORPORATION in exchange for DTC held Trust-Certificates was to deliver Plaintiff's Mortgage-Loan-files to LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11's Trustee, in trust for the Trust-Certificate-Holder, held in the name of CEDE & Co as Nominee for the DTC;

713. Verified Controlling-Documents filed with the Securities and Exchange Commission makes it clear LEHMAN BROTHERS BANK FSB, LEHMAN BROTHERS HOLDINGS INC and STRUCTURED ASSET SECURITIES CORPORATION sold, as a true sale, all right, title and interest once held to a third party and any attempt by either LEHMAN BROTHERS BANK FSB, LEHMAN BROTHERS HOLDINGS INC or STRUCTURED ASSET SECURITIES CORPORATION to collect on this alleged debt, in reference to Plaintiff's NOTE-Mortgage, a second time is Double-Dipping.

714. AURORA appearing in Court acting as the Real-Party-in-Interest / Holder-in-Due-Course, under corporate control of LEHMAN BROTHERS HOLDINGS INC, premises considered, is clearly an attempt to Double-Dipping.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, AURORA BANK FSB, MERSCORP, MERS®, THEODORE SCHULTZ, JOANN REIN, LEHMAN BROTHERS BANK FSB, and LEHMAN BROTHERS HOLDINGS INC for attempted Double-Dipping; finding in the Affirmative, in whole or part; award Plaintiff special damages, Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

[Intentionally left blank]

COUNT IX.
USURY

715. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

716. Under the legal theory of ***lex Anastasiana §369,*** AURORA found to be a Third-Party-Debt-Collector, which it is admittedly, is not entitled to demand nor expect any more than the consideration paid in exchange for Plaintiff's unsecured debt, plus usual and customary interest;

717. Assignment produced by Defendant AURORA as "Exhibit A" discloses AURORA, as Assignee allegedly paid "***... the sum of TEN ($10.00) DOLLARS and other good and valuable consideration,***" for Plaintiff's unsecured debt, in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC; and then in,

718. Case NO. 09-CA-017057, again allegedly paid "***... the sum of TEN ($10.00) DOLLARS and other good and valuable consideration.***"

719. Defendant AURORA demanding more than One-80/100 ($1.80) in interest per year (not knowing what other good and valuable consideration is) is Usurious; see Section 687.03 Fla. Stat.

720. Defendant AURORA demanding more than Two-50/100 ($2.50) in interest, but less than Four-50/100 ($ 4.50) interest per year (not knowing what other good and valuable consideration is) is Usurious; see Section 687.071 Fla. Stat.;

721. Defendant AURORA demanding more than Four-50/100 ($ 4.50) in interest per year whether directly or indirectly or conspire so to do, commits a felony of the third degree, punishable as provided in s.775.082, s. 775.083, or s. 775.084;

687.071 Criminal usury

(5) Books of account or other documents recording extensions of credit in violation of subsections (3) or (4) are declared to be contraband, and any person, other than a public officer in the performance of his or her duty, and other than the person charged such usurious interest and person acting on his or her behalf, who shall knowingly and willfully possess or maintain such books of account or other documents, or conspire so to do, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(6) No person shall be excused from attending and testifying or producing any books, paper, or other document before any court upon any investigation, proceeding, or trial, for any violation of this section upon the ground or for the reason that the testimony or evidence, documentary or otherwise, required of the person may tend to convict him or her of a crime or subject the person to a penalty or forfeiture, but no person shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he or she may so testify or produce evidence, documentary or otherwise, and no testimony so given or produced shall be received against the person upon any criminal investigation or proceeding.

(7) No extension of credit made in violation of any of the provisions of this section shall be an enforceable debt in the courts of this state.

722. AURORA appears in Court seeking to foreclose on what AURORA knows the Court will perceive is a Secured-Debt, face value Six-Hundred-Fifty-Thousand ($650,000.00), or Plaintiff shall pay Four-Thousand-Two-Hundred ($4,200.00) per month (approximately), principal and interest, for thirty years, which comes to a sum total of Eight-Hundred-Eighty-Seven-Thousand-Two-Hundred-Eleven 62/100 ($887,211.62) in interest alone (approximately), in exchange for TEN ($10.00) in Federal Reserve Notes; however,

723. Law dictates Plaintiff's alleged debt is unsecured at best, considering the break in the Chain-of-Title *supra*; and

724. Plaintiff maybe liable to AURORA for Ten ($10.00) *and other good and valuable consideration,* (if, it can be shown purchase or transaction actually occurred, not just a mere written recital of same) plus normal and customary interest upon proof of its Claim, which AURORA to date will not produce, or can not produce, after a formal written request to do so.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, LEHMAN BROTHERS BANK FSB jointly or severally for conspiring to charge Plaintiff a Usurious interest, at a rate considered to be greater than twice the Usurious level as permitted by law,

whether directly or indirectly conspired so to do, committed a felonious act of the third degree, punishable as provided in s.775.082, s. 775.083, or s. 775.084; finding in the Affirmative, in whole or part, declare the debt unenforceable and award Plaintiff a penalty against AURORA, the sum of double the amount of interest actually reserved or collected, see Section 687.04 Fla. Stat.; Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

[Intentionally left blank]

COUNT X.
CONSTRUCTIVE FRAUD

725. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

726. AURORA alleged it acquired Plaintiff's Six-Hundred-Fifty-Thousand ($650,000.00) debt in exchange for Ten ($10.00), less than reasonable equivalent value; see "Exhibit A" attached thereto;

727. Debtor LEHMAN BROTHERS BANK FSB filed for Bankruptcy protection two months after this first aforementioned negotiation allegedly occurred;

728. LEHMAN BROTHERS BANK FSB at the time of this negotiation is unable to pay its debts, was insolvent but was continuing in operation;

729. Alleged transaction for Plaintiff's NOTE was not made in good faith in the ordinary course of business by parties of independent interests; as,

730. AURORA is an insider;

731. CEO TOM WIND of AURORA knew, or should have known the Assignment executed by its employee JOANN REIN in exchange for Ten ($10.00), done between two parties that have a special working relationship (employer and employee), is a Constructive Fraud.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, MERSCORP, MERS®, LEHMAN BROTHERS BANK FSB, and JOANN REIN jointly or severally for Constructive Fraud; finding in the Affirmative, in whole or part, award Plaintiff the face value of the NOTE in treble, Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

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COUNT XI.
CONSTRUCTIVE FRAUD

732. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

733. AURORA alleged it acquired Plaintiff's Six-Hundred-Fifty-Thousand ($650,000.00) debt in exchange for Ten ($10.00), less than reasonable equivalent value; see "Exhibit H";

734. Debtor LEHMAN BROTHERS BANK FSB is in the midst of a Bankruptcy contemporaneously with said negotiation; and,

735. LEHMAN BROTHERS BANK FSB is insolvent, unable to pay its debts;

736. Alleged transaction was not made in good faith in the ordinary course of business;

737. Alleged transaction was not made in good faith by parties of independent interests; as,

738. AURORA is an insider;

739. CEO TOM WIND of AURORA knew, or should have known the Assignment executed by its employee, THEODOR SCHULTZ wearing a MERS® hat, for Ten ($10.00), done between two parties that have a special working relationship (employer and employee), is a Constructive Fraud.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, MERSCORP, MERS®, LEHMAN BROTHERS BANK FSB, and THEODORE SCHULTZ jointly or severally for Constructive Fraud; finding in the Affirmative, in whole or part, award Plaintiff the face value of the NOTE in treble, Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

[Intentionally left blank]

COUNT XII.
FORGERY

740. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

741. 831.01 Forgery.

> Whoever falsely makes, alters, forges or counterfeits a public record, or a certificate, return or attestation of any clerk or register of a court, public register, notary public, town clerk or any public officer, in relation to a matter wherein such certificate, return or attestation may be received as a legal proof; or a charter, deed, will, testament, bond, or writing obligatory, letter of attorney, policy of insurance, bill of lading, bill of exchange or promissory note, or an order, acquittance, or discharge for money or other property, or an acceptance of a bill of exchange or promissory note for the payment of money, or any receipt for money, goods or other property, or any passage ticket, pass or other evidence of transportation issued by a common carrier, with intent to injure or defraud any person, shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

742. The assignment executed by Defendant JOANN REIN, at the direction of AURORA July 9th 2008, as Vice President of either MERS®, or AURORA, assigning Plaintiff's Mortgage and NOTE, thereafter recorded same with the Public's Registrar of Deeds in Palm Beach County;

743. Assignment is received by Public's Registrar of Deeds as legal proof, attestation executed under seal, intended to show beneficial interest in Plaintiff's property;

744. Assignment fabricated from whole cloth was done with the intent to seize Plaintiff's property, using the full force and effect of the justice system; whereby,

745. Assignor LEHMAN BROTHERS BANK FSB *prima fascia* setover all its right, title and interest, *ab initio*, to LEHMAN BROTHERS HOLDINGS INC;

746. two years later this same aforementioned NOTE is being re-Assigned to AURORA, from LEHMAN BROTHERS BANK FSB, said Assignment is a forgery. See the Special-Endorsements found on the alleged NOTE in question, "Exhibit Z," hereto attached.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA with imputed knowledge, and JOANN REIN, jointly or severally for Forgery, felony of the third degree; award Plaintiff an Order against AURORA and as punishment pay Plaintiff Five-Thousand ($5,000.00) or Six-Hundred-Fifty-Thousand ($650,000.00) times two; Order removal of all Assignments found in the public record associated with Plaintiff's NOTE-Mortgage in which AURORA caused to be recorded, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT XIII.
FORGERY

747. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

748. The assignment executed by Defendant THEODORE SCHULTZ, at the direction of AURORA June 8th 2009, acting in the capacity as Vice President of MERS® executed said Assignment of Plaintiff's Mortgage and NOTE, thereafter recorded same with the Public's Registrar of Deeds in Palm Beach County;

749. Assignment is received by Public's Registrar of Deeds as legal proof, attestation executed under seal, intended to show beneficial interest in Plaintiff's property;

750, Assignment fabricated from whole cloth was done with the intent to seize Plaintiff's property using the full force and effect of the justice system; however,

751. Assignor LEHMAN BROTHERS BANK FSB *prima fascia* setover all right, title and its interest to LEHMAN BROTHERS HOLDINGS INC;

752. three years later this same NOTE is being re-Assigned for a third time from LEHMAN BROTHERS BANK FSB, said Assignment is a forgery. See the Special-

Endorsements found on the alleged NOTE, "Exhibit Z," hereto attached, this attached Assignment was originally presented by AURORA, as it's Exhibit in Case NO. 09-CA-017057, re-presented by the Law Offices of DAVID J. STERN P.A. *et al.*

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, with imputed knowledge of CEO TOM WIND of AURORA, and THEODORE SCHULTZ, jointly or severally for Forgery, felony of the third degree; award Plaintiff an Order against AURORA and as punishment pay Plaintiff Five-Thousand ($5,000.00) or Six-Hundred-Fifty-Thousand ($650,000.00) times two; Order removal of all Assignments found in the public record associated with Plaintiff's NOTE-Mortgage in which AURORA caused to be recorded, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

[Intentionally left blank]

COUNT XIV.
FORGERY

753. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

754. Copy of a copy of Plaintiff's alleged Promissory-NOTE filed with the Clerk of the Court received as *prima fascia* evidence, certified true and exact copy of Plaintiff's genuine NOTE, is Hearsay, where in fact it is a Forgery, as AURORA confesses the genuine NOTE is missing, lost, stolen or destroyed at commencement; furthermore,

755. AURORA's alleged copy of Plaintiff's genuine NOTE contains two (2) pages numbered three (3), one with endorsements and one without endorsements;

756. Plaintiff maintains both these pages numbered three (3) of three (3) can not be a true copy of the genuine NOTE in question; see "Exhibit Z" hereto attached.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, and CEO TOM WIND of AURORA jointly or severally for Forgery; award Plaintiff an Order against AURORA and as punishment pay Plaintiff Five-Thousand ($5,000.00) or Six-Hundred-Fifty-Thousand ($650,000.00) times two; Order removal of all Assignments associated with Plaintiff's NOTE-Mortgage from the public record in which AURORA caused to be recorded, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT XV.
FORGERY

757. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

758. Plaintiff did not know at the time, LEHMAN BROTHERS BANK FSB transfer of Plaintiff's NOTE occurred contemporaneously with the Closing, but rather was (miss) informed as ***"I understand that the Lender may transfer this Note."*** Means something other than, the NOTE is already transferred prior to execution;

759. Plaintiff did not know at the time, LEHMAN BROTHERS BANK FSB converted Plaintiff's NOTE for its personal use and benefit;

760. Plaintiff did not know LEHMAN BROTHERS BANK FSB did not use any of its own money, or its depositor's money to acquire Plaintiff's home post-Closing;

761. Plaintiff did not know LEHMAN BROTHERS BANK FSB created the Money-of-Account employing Plaintiff's credit, which was used to acquire possession of Plaintiff's home post-Closing;

762. Plaintiff did not know at that time, nor informed about securitization of Plaintiff's NOTE;

763. Plaintiff was tricked into signing what was understood to be a Mortgage and Promissory-NOTE, as a Special-Deposit, whereas Defendant LEHMAN BROTHERS BANK FSB joined with LEHMAN BROTHERS HOLDINGS INC, STRUCTURED ASSET SECURITIES CORPORATION, LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, ASSOCIATES LAND TITLE INC and MERS® formulated a scheme whereby Plaintiff was steered into an Investment-Contract, or at least Plaintiff's NOTE was used to fund the Investment-Contract scheme;

764. Plaintiff did not know the NOTE is treated the same as a security, as Article §8-102 of the Uniform Commercial Code, defines a financial asset, to mean a security;

765. Plaintiff did not know at the time, that after signing the Promissory-NOTE in favor of LEHMAN BROTHERS BANK FSB, by Special-Indorsement conveyed said Promissory-NOTE, contemporaneously converted the NOTE into a commercial draft "*pay to the order of*" "*without recourse*; as,

766. Plaintiff did not know at the time Commercial draft is a product of Grantor's financial asset, as information and knowledge to same was intentionally with-held;

767. Plaintiff did not know at the time, Grantor's financial asset is ultimately hypothecated to the DTC which holds a secured interest in certain pooled NOTEs, whereby clustering these NOTEs, with Plaintiff's NOTE created Mortgage-Backed Securities, and whereby clustering the Mortgage-Backed Securities created BONDS thereof.

768. Plaintiff was unaware of the aforementioned matrix incorporating Plaintiff's debt, prior to or at Closing, as such, all the Mortgage documents executed in 2006 between this Plaintiff and LEHMAN BROTHERS BANK FSB, which includes the genuine NOTE with the once wet ink signature of Plaintiff is a Forgery; considering,

769. ***"[F]orgery is committed when a defendant, by fraud or trickery, causes another to execute a a deed of trust or other document where the signer is unaware, by reason of such trickery, that he is executing a document of that nature."*** **(People v. Parker (1967) 255 Cal.App.2d 664, 672)*; "The crime of forgery is complete when one makes or passes an incorrectly named instrument with intent to defraud, prejudice, or damage, and proof of loss or detriment is immaterial."*** As, the true nature of a transaction depends upon the intention of the parties.

770. LEHMAN BROTHERS BANK FSB memorialized its true intentions reading the verified TRUST AGREEMENT, on file with the Securities and Exchange Commission, executed before Plaintiff's debt was even a thought.

WHEREFORE, PREMISES CONSIDERED, Plaintiff directs this Court for entry of judgment against the Defendant LEHMAN BROTHERS BANK FSB or ASSOCIATES LAND TITLE INC, for Forgery; award Plaintiff return of the NOTE-Mortgage, plus costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT XVI.

VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT

771. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

772. Defendant AURORA failed to send a written debt validation notice within five days of AURORA's initial communication with Plaintiff as Borrower, and AURORA as Third-Party-Debt-Collector, demanding payment after LEHMAN BROTHERS BANK FSB filed for Bankruptcy protection September 15th 2008;

773. Receivers are appointed by court order to wind up and liquidate businesses. § 608.4492; § 617.1432; and § 607.1432 Fla. Stat. (2009); see also § 28 U.S.C. 754 (2009), **Ha/ic v. Henderson Nat. Bank, 657 F.2d 816, 822 (6th Cir. 1981); Zvlidwest Say. Ass 'n v. RiverbendAssociates, 724 F. Supp. 661, 661 (D.Minn, 1989)**.

774. Appointment of a receiver puts all the property subject to the receivership in the custody of the court. See R. Clark, **Clark on Receivers** § 36 (1959), (receiver is an arm or administering hand of the court); **Atlantic Trust Co. v. Chapman, 208 U.S. 360, 372 (1908)** (receiver is officer of court, and its property is in ***custodia legis***); **Brunswick Corp. v. J & F, Inc., 424 F.2d 100, 103 (10th Cir. 1970)** (property in custodia legis are the same as if actual possession is with an officer of the court). Any interference with the receiver's functions is punishable by contempt. See, e.g., **Clear Creek Power & Development Co. v. Cutler, 79 Cob. *355*, 245 P. 939 (1926)**.

775. AURORA is a Third-Party-Debt-Collector in reference to Judicial Trustee.

776. Plaintiff on or shortly after April 17th 2008 mailed to AURORA a request for Validation, under Title 15 U.S.C. 1692g, Section 809, byway of a Certified Letter Return-Receipt-Requested;

777. Defendant AURORA either refused, or was unable to validate the alleged debt; thereafter,

778. Defendant AURORA continued calling with automated debt collection type calls, in violation of 15 U.S.C. 1692g, § 809(b).

779. Plaintiff informed the caller(s) of violations arising from said debt collection calls thirty-one (31) days from receipt of request for Validation; however,

780. Defendant AURORA's Third-Party-Debt-Collectors informed Plaintiff no such communication was on record (to be found on their computer's terminal screen).

781. Plaintiff mailed a second request for Validation and a Do Not Call Letter on July 22nd 2008, pre-Complaint (lis Pendens); see "Exhibit P", attached hereto and incorporated herein by reference;

782. Defendant AURORA either refused, or was unable to validate the alleged debt, but continued to make automated collection type calls;

783. since May 18th 2008 Plaintiff has received numerous telephone collection type auto-dialed calls from AURORA;

784. said telephone collection calls require Plaintiff to disclose personal information over the telephone to verify the Plaintiff is truly the targeted party, request for identification includes but not limited to a Social Security Number; but,

785. each caller from AURORA refuses to properly identify themselves by use of their whole name and the last four (4) digits of their Social Security Number.

786. Plaintiff has unidentified persons arriving at Plaintiff's home (monthly) stating they were sent by AURORA to inspect Plaintiff's property and take photographs.

787. Defendant AURORA is demanding money in excess of what is actually owed, intentionally misrepresenting the amount owed, 15 USC 1692e § 807(2)(a); and,

788. Defendant AURORA has either refused to, or is unable to Validate said debt; see 15 USC 1692g;

789. Defendant AURORA frequently with-held Plaintiff's payment past due dates in order to generate additional late fees.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, jointly or severally for violation of the FAIR DEBT COLLECTION PRACTICES ACT, a strict liability Statute; award Plaintiff One-Thousand ($1,000.00) with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT XVII.
VIOLATION OF TELEPHONE CONSUMER PROTECTION ACT

790. Plaintiff re-alleges and affirms paragraph 771 through and including paragraph 789 of this Complaint and incorporate same here as if alleged anew.

791. AURORA received a DO NOT CALL letter and a request for a copy of AURORA's "written policy" for maintaining a "do not call" list, which was denied to Plaintiff by non-compliance, by non-response.

792. AURORA as a Third-Party-Debt-Collector knows or should have known calling Plaintiff after receiving a DO NOT CALL letter is a violation of TELEPHONE CONSUMER PROTECTION ACT.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, jointly or severally for violation of the TELEPHONE CONSUMER PROTECTION ACT, a strict liability Statute; award Plaintiff Five-Hundred ($500.00) for the first twenty (20) calls and Treble Five-Hundred ($500.00) for the remainder, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT XVIII.
VIOLATION OF THE FAIR CREDIT REPORTING ACT

793. Plaintiff re-alleges and affirms paragraph 771 through and including paragraph 792 of this Complaint and incorporate same here as if alleged anew.

794. Defendant AURORA has reported, and continues to report un-verified information to the three major reporting agencies, Equifax, Experian and TransUnion;

795. Plaintiff over the past three years has requested, more than once for AURORA to validate the debt it alleges to Service;

796. Defendant AURORA is either unable or unwilling to do so; as such,

797. Plaintiff maintains Defendant AURORA has and is knowingly reporting un-verified financial information to the three separate reporting agencies monthly;

798. each monthly report a separate and distinct violation, times three (3).

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA, jointly or severally for violation of THE FAIR CREDIT REPORTING ACT, a strict liability Statute; award Plaintiff One-Thousand ($1,000.00) for each un-verified monthly report, filed with each one of the three reporting agencies, costs and fees in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT XIX.
MAIL FRAUD

799. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

18 U.S.C. 1341: Frauds and swindles;

> Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or unlawful use any counterfeit ... security, or other ... counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office ... any matter or thing whatever to be sent or delivered by the Postal Service, ... shall be fined under this title or imprisoned not more than 20 years, or both.

800. Law Offices of DAVID J. STERN P.A., DAVID JAMES STERN Esquire, MISTY ALLEN BARNES Esquire, KAROL S. PIERCE Esquire, and CASSANDRA M. RACINE-RIGAUD Esquire, either filed the lis Pendens or is prosecuting same, re-presenting AURORA, knows or should know, AURORA lacks Standing to foreclose, *ergo* Law Offices of DAVID J. STERN P.A. *et al.*, filed or is prosecuting a frivolous Action, knowingly, or should have known, *ab initio*, see 57.105 Fla. Stat;

801. Law Offices of DAVID J. STERN P.A., DAVID JAMES STERN Esquire, MISTY ALLEN BARNES Esquire, KAROL S. PIERCE Esquire, and CASSANDRA M. RACINE-RIGAUD Esquire, mailed pleadings to Plaintiff demanding property from Plaintiff, while representing AURORA, did so knowingly, or should have known AURORA is without right, title or interest;

802. Law Offices of DAVID J. STERN P.A., DAVID JAMES STERN Esquire, MISTY ALLEN BARNES Esquire, KAROL S. PIERCE Esquire, and CASSANDRA M. RACINE-RIGAUD Esquire mailed pleadings to the Court demanding property from Plaintiff, while representing AURORA, did so knowingly, or should have known AURORA is without Standing to sue;

803. Proof of enforcement right comes from AURORA causing JOANN REIN and THEODORE SCHULTZ, as Certifying Officers of MERS® to create colorable Assignments from whole cloth for purposes of litigation; then,

804. AURORA offered Plaintiff the HAMP program, see "Exhibit N" hereto attached, delivered by U.S. Postal Service, Certified Mail No., 7107 8381 6540 8248 8745;

805. AURORA *et al.*, has devised a scheme whereby AURORA fraudulently implies to possess the capacity to modify Plaintiff's Mortgage-Loan for a fee; ***"At first, you will make new, affordable monthly payments on your mortgage loan during a trial period. If you make those payments successfully and fulfill all Trial Period Plan conditions, we will permanently modify your mortgage loan."***

806. This affirmative aforementioned quote is a false statement of fact, and was known to be false statement at the time said statement was made; as,

807. AURORA has no intention of applying these ***"...new, affordable monthly payments on your mortgage loan..."*** as Plaintiff's Mortgage Loan is alleged to be in default, acceptance of payment thereon waves default; whereas,

808. ***Trial Period Plan*** payment(s) made by Plaintiff will be taken for the exclusive benefit and enjoyment of AURORA's bottom-line, or / and AURORA's parent, not the registered beneficiary, nor is payment applied against Plaintiff's NOTE-Mortgage balance, as the implied assumption found in the quote above suggests.

809. AURORA can not modify Plaintiff's Mortgage Loan as AURORA, and CEO TOM WIND of AURORA knows or should know AURORA lacks Beneficial-Interest thereto; *ergo* ***"... we will permanently modify your mortgage loan."*** is a false statement of fact as AURORA can not modify that which it does not own; as such,

810. statement(s) found in "Exhibit N" hereto attached, is an attempt to induce Plaintiff into acting in such a manner as to cause financial harm to Plaintiff, unjustly enriching AURORA *et al.*; because,

811. AURORA has "no skin in the game" and AURORA lacks the legal capacity to enforce Plaintiff's Mortgage-Loan, as such, AURORA is really using the mail in attempting to deceive Plaintiff into re-contracting anew, this time with AURORA directly; as,

812. HAMP program is outside the purview of AURORA to administer;

813. HAMP has nothing to do with AURORA, outside of AURORA acting in capacity of a government agent offering a beneficial program in assistance to the Borrower, as the alleged Servicer of said debt; but,

814. AURORA has appeared in Court as the Real-Party-in-Interest, twice, in reference to this instant matter;

815. Law Offices of DAVID J. STERN P.A., DAVID JAMES STERN Esquire, MISTY ALLEN BARNES Esquire, KAROL S. PIERCE Esquire, and CASSANDRA M. RACINE-RIGAUD Esquire, at the direction of AURORA have committed an Act, or Acts of Mail Fraud.

816. Mail received by Plaintiff from Kahrl Wutscher LLP providing Plaintiff with HAMP and non-HAMP application documents, requesting Plaintiff to fill out the Forms with all supporting documents, and return same to that law Firm directly, representing AURORA, which serves LEHMAN BROTHERS HOLDINGS INC.; furthermore,

817. ***"Time is of the essence. Aurora will not postpone or suspend foreclosure proceedings, if any, while it waits your delivery of a completed loan modification application."*** [***emphasis added***] See "Exhibit M" hereto attached, Mail Fraud; because,

818. AURORA, CEO TOM WIND of AURORA and Kahrl Wutscher LLP know AURORA is the Servicer of the alleged debt, not the Real-Party-in-Interest; also,

819. HAMP being a government sponsored program AURORA acts in accord with its duty and properly identifies itself to Plaintiff as Servicer, in a representative capacity;

820. any due diligence by either law Firm, handling either case above would have uncovered the fraud, but looked the other way, in lure of another pay-day.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA with imputed knowledge, Law Offices of DAVID J. STERN P.A., DAVID JAMES STERN Esquire, MISTY ALLEN BARNES Esquire, KAROL S. PIERCE Esquire, and CASSANDRA M. RACINE-RIGAUD Esquire, jointly or severally for Mail Fraud.

COUNT XX.
WIRE FRAUD

821. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

822. The crime of wire fraud is codified at 18 U.S.C. § 1343, and reads, in part as follows:

> Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation affects a financial institution, such person shall be fined not more than $1,000,000 or imprisoned not more than 30 years, or both.

823. Pursuant to **Neder v. United States (527 U.S. 1, 23, decided in 1999)**, the alleged misrepresentation to support a conviction under 18 U.S.C. § 1343 must be a material misrepresentation; a misrepresentation is material if it is capable of influencing, or has a "natural tendency" of influencing. To commit wire fraud, one must (1) devise, or intend to devise, a scheme or artifice to defraud another person on the basis of a material representation, and (2) do it with the intent to defraud, and (3) do it through the use of interstate wire facilities (i.e. telecommunications of any kind).

824. Premises considered, AURORA pretending to be the Real-Party-in-Interest in two Actions and constantly telephoning Plaintiff from without this state (Littleton Colorado) demanding money in lieu of property foreclosure, in-which AURORA has no legally cognizable enforceable right, is Wire Fraud;

825. AURORA and Plaintiff no longer have a nexus, since June 5th 2008, and is a matter of public record, which has never been disputed.

826. Each inter-state telephone calls from AURORA, since June 5th 2008, demanding money or property from Plaintiff, money or property in-which AURORA has no legal enforceable right to, is a separate Act of Wire Fraud.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA with, or without imputed knowledge, jointly or severally for Wire Fraud.

COUNT XXI.
MERS® RACKETEER INFLUENCED AND CORRUPT ORGANIZATION

827. Plaintiff re-alleges and affirms paragraph 177 through and including paragraph 231 of this Complaint and incorporate same here as if alleged anew.

828. MERSCORP was created by the banking industry to facilitate securitization;

829. MERSCORP and MERS® were created with ***dolus malus***, to skirt state laws by creation of an artifice and to avoid paying the County's Transfer Taxes;

830. MERS® and MERSCORP are foreign to the State of Florida;

831. The sole shareholder of MERS® is MERSCORP;

832. DEFENDANT *et al.,* jointly and severally either created MERS®, or support MERS® or is employing MERS® to illegally seize Plaintiff's property, and others similarly situated, as an ongoing corrupt enterprise, in operation over ten (10) years; and,

833. MERS® has received more than Five-Million ($5,000,000.00) in gross receipts in any two given years of operation; see 18 U.S.C. § 225.

834. MERS® Members can literally record a beneficial interest in any targeted property, with, or without actual possession, using privately held Superior-Knowledge;

835. Had MERS® not fabricated a bogus Assignment in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC, AURORA would not have paid the IRS One-Hundred-Fifty-Thousand ($150,000.00), if not for discovery of some irregularity by the IRS;

836. Had MERS® not fabricated a colorable Assignment in Case NO. 09-CA-017057, Foreclosure proceeding could not commence against this Plaintiff;

837. The Law Offices of DAVID J. STERN P.A. *et al.*, served Plaintiff pleadings with the intent of depriving Plaintiff of property, facilitated exclusively by the fabrication of a MERS® Assignment;

838. The Law Offices of DAVID J. STERN P.A. *et al.,* mailed pleadings to the Clerk of the Court with the intent of depriving Plaintiff of property, founded exclusively on the MERS® Assignment.

839. In re Agard, 8-10-77338-reg, U.S. Bankruptcy Court, Eastern District of New York Central Islip (2-10-2011), the Honorable Judge Grossman wrote.

> ***"This Court does not accept the argument that because MERS may be involved with 50% of all residential mortgages in the country, that is reason enough for this Court to turn a blind eye to the fact that this process does not comply with the law."***
>
> ***"Section 6 of Rule 2 states that 'MERS shall at all times comply with the instructions of the holder of mortgage loan promissory notes,' but this does not confer any specific power or authority to MERS".***

> ***"Because MERS's members, the beneficial noteholders, purported to bestow upon MERS interests in real property sufficient to authorize the assignments of mortgage, the alleged agency relationship must be committed to writing by application of the statute of frauds".***

840. The Honorable Judge Grossman went on to say, that the membership agreement wasn't enough to Assign the Mortgage and that to do so the lender would have to give power of attorney or similar authority to MERS®.

841. MERS®, as Nominee, is acting as an agent of its principal, for limited purposes, and has only those powers which are conferred to it and authorized by its principal;

842. In this case MERS may claim, as Nominee for Lender, that it was granted the right ***"(A) to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and (B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument."*** however,

843. this language is found in the Mortgage under the section titled "TRANSFER OF RIGHTS IN THE PROPERTY" and is facially an acknowledgment by the Borrower;

844. Borrower acknowledging and consenting to MERS® acting as Nominee of the Lender has no bearing on what specific powers and authority the Lender granted MERS®.

845. The problem is not whether the Borrower can object to the Assignees' standing, but whether the original Lender, who is not before the Court, actually transferred its right, title and interest to AURORA, while in Bankruptcy; furthermore,

846. Accepting MERS'® position that the Lender acknowledges MERS'® authority to exercise any or all of the Lenders' rights under the Mortgage, the Mortgage does not convey to MERS® the specific right to Assign the Mortgage, nor the NOTE.

847. The only specific rights enumerated in the Mortgage is the right to foreclose and sell the Property.

848. The general language ***"to take any action required of the Lender including, but not limited to, releasing and canceling this Security Instrument"*** is not sufficient to give the Nominee authority to alienate or Assign a Mortgage without getting the Mortgagee's explicit authority for the particular Assignment, in writing.

849. Alienating a Mortgage absent specific authorization is void, as the alienation of a mortgage is not an administrative act.

850. MERSCORP joined with MERS® has failed to exercise appropriate oversight, management supervision and corporate governance, by design, in the opinion of Plaintiff;

851. MERSCORP joined with MERS® has failed to provide its Members legal resources to ensure proper administration and delivery of legal documents;

852. MERS® has failed to establish and maintain adequate internal controls, and reporting requirements ensuring Members record each transaction, and when the NOTE is purchased or transferred to a Non- Member, as is the case herein, the Mortgage must also be assigned, which is not done, bifurcating the NOTE from the Mortgage.

853. This lack of corporate governance and supervision has provided AURORA a conduit through which it is attempting to commit an Act of Larceny and is an attempt at Double-Dipping;

854. an Act AURORA could not accomplish if not for the artifice of MERS® which is designed to intentionally or otherwise obfuscate the identity of the Real-Party-in-Interest, whereby securitization could take place under the radar.

855. Where a corporate entity is created for a fraudulent purpose, or to sabotage or undermine the judicial process or / and the administration of justice, the corporate form will be disregarded and the shareholders are subject to the imposition of individual liability.

856. The "RICO violation" by which a plaintiff has standing is the scheme itself, once it has been established that the scheme is of the type proscribed by RICO.

857. For this scheme to qualify as R.I.C.O. the mail or wires must have been used in furtherance of its objectives; Plaintiff has standing as the injured party of this scheme, even if the use of the mail or wires is incidental and did not directly cause the injury. See **Bridge v. Phoenix Bond &Indemnity Co.,128 S. Ct. 2131 (2008).**

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against MERSCORP, and MERS® jointly or severally for operation of RACKETEER INFLUENCED AND CORRUPT ORGANIZATION; finding in the Affirmative, disgorge these Defendant's of all ill-gotten-gain whereby AURORA has taken property from Borrower evidenced by an Assignment from MERS® as Nominee for LEHMAN BROTHERS BANK FSB after September 15th 2008 and up to a year prior; award Plaintiff the face value of the NOTE in treble, or / and award Plaintiff actual damages under 18 U.S.C. §§ 1962 and 1964, compensatory damages, general damages, or / and punitive damages; Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT XXII
FRAUDULENT INDUCEMENT

858. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

859. AURORA and the law firm Kahrl Wutscher LLP have jointly and AURORA severally made many offers to "Modify" Plaintiff's Mortgage-Loan;

860. AURORA and the law firm Kahrl Wutscher LLP know, or should have known, they can not modify that which they do not own, nor possess;

861. If it is shown AURORA did not legally own, hold or possess said NOTE-Mortgage *ab initio*, then Plaintiff is being Fraudulently Induced into acting in such a manner as to cause Plaintiff financial injury, while unjustly enriching AURORA;

862. AURORA knows, or should have known, it was never the Real-Party-in-Interest, *supra*, and as such, to become the Real-Party-in-Interest must acquire Plaintiff's acceptance, byway of the "new-deal," under the guise of Loan-Modification;

863. AURORA has confessed it is not in possession of the genuine NOTE, it is missing;

864. Original Lender is LEHMAN BROTHERS BANK FSB, in Bankruptcy;

865. It is not legally possible to modify Plaintiff's present Mortgage-Loan, and AURORA knows that, or should know same;

866. However AURORA will accept a reduced monthly payment while the so called "Modification" is processed; however,

867. Monies accepted by AURORA during this modification period go right to AURORA's bottom line, as the debt is alleged to be in default;

868. Trustee collects on insurance once Default is duly declared, customarily default is declared after ninety (90) days has passed without payment from Borrower;

869. Trustee is now empowered to liquidate the debt; as it is now worth zero (0).

870. AURORA knows, or should have known, its offer to Modify Plaintiff's Mortgage-Loan is a veiled attempt to refinance the property, by the Servicer with a ten ($10.00) investment, *"... and other good and valuable consideration"*;

871. AURORA knows, refinancing the debt would wipe-out all the past sins and start anew.

872. AURORA to imply it is in a position to modify Plaintiff's NOTE-Mortgage is a false statement of fact, known to be false at the time said statement was made, and CEO of AURORA knows this, or should have known.

873. AURORA has found a profit center, selling the illusion of Mortgage-Loan Modification, for a monthly fee, while AURORA investigates eligibility;

874. Statistically the greater majority of Home-Owners that comply with all terms and conditions and make all the monthly payments on time during the "work-out period" are denied Mortgage-Loan Modification, because AURORA can not modify that which it does not own, nor which AURORA can acquire on the secondary market.

875. The law firm Kahrl Wutscher LLP legally owes a duty to the Court, and it's Office, to do equity, by checking facts before acting in a careless and reckless manner, causing injury, unjustifiably.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA with imputed knowledge, for Fraudulent Inducement; finding in the Affirmative, award Plaintiff return of the NOTE, or / and award Plaintiff actual damages, compensatory damages, general damages, or / and punitive damages; Order AURORA to return all the rent payments collected to Grantor, or Heir of the estate, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT XXIII.
MORTGAGE FRAUD

876. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

877. AURORA, CEO TOM WIND of AURORA and its named employees have violated § 817.545 Fla. Stat., Mortgage Fraud by executing then filing a knowingly fraudulent document in Palm Beach County, while involved in the mortgage lending business, a felony of the third degree;

878. when the lending proceeds exceed One-Hundred-Thousand ($100,000.00), as in the case here, AURORA, CEO TOM WIND of AURORA and its named employees have committed a felony of the second degree.

879. AURORA, CEO TOM WIND of AURORA and its named employees have committed Forgery and Counterfeiting as per § 831.01 Fla. Stat.; punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

880. AURORA Uttered a forged instrument in violation of § 831.02 Fla. Stat.

881. AURORA and CEO TOM WIND of AURORA intended to pass as true the signature of an AURORA Officer as that of a MERS® officer, in violation of § 831.06 Fla. Stat.

882. LAURA MCCANN, joined with AURORA co-worker CYNTHIA WALLACE, a/k/a CINDY WALLACE who occupies an Office in the Default Resolution Department, jointly, or severally made knowingly fraudulent statements in court in violation of § 817.155 Fla. Stat., in Case NO. 07-80998-CIV-RYSKAMP / VITUNAC.

883. ***"The abuses of the mortgage servicers have been described by many knowledgeable commentators as "predatory mortgage servicing." This term does not do justice to the current practices of these parties. These practices are beyond predatory in that they constitute more of a premeditated plan to ignore the entire bankruptcy process. ... It is also part of a pervasive pattern of chicanery, fraud, trickery, deceit, double-dealing and just plain old-fashioned illegal conduct."***

- Max Gardner III, named the Outstanding Consumer Lawyer of 2004.

WHEREFORE, PREMISES CONSIDERED, Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA with imputed knowledge, THEODORE SCHULTZ, LAURA MCCANN and CYNTHIA WALLACE, a/k/a CINDY WALLACE for Mortgage Fraud.

COUNT XXIV.
SLANDER OF TITLE

884. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

885. Premises considered Assignment of Plaintiff's property to AURORA by MERS® recorded June 11th 2009, naming AURORA as Assignee, is Slander of Plaintiff's Title.

886. AURORA recording a second bogus Assignment September 24th 2009 is a subsequent act Slandering of Plaintiff's Title.

WHEREFORE, PREMISES CONSIDERED; Plaintiff directs this Court for entry of judgment against AURORA, and CEO TOM WIND of AURORA jointly or severally for Slander of Plaintiff's Title; Order AURORA to remove any and all Assignments associated with Plaintiff's NOTE-Mortgage from the public record in which AURORA caused to be recorded, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

COUNT XXV.
FALSE CLAIM

887. Plaintiff re-alleges and affirms each and every preceding paragraph of this Complaint and incorporate same here as if alleged anew.

888. Defendant Law Offices of DAVID JAMES STERN P.A., DAVID JAMES STERN Esquire, KAROL S PIERCE Esquire, CASSANDRA RACINE-RIGAUD Esquire, MISTY BARNES Esquire, acted jointly or severally, under direction of AURORA, commenced an Action to foreclose on Plaintiff's property is a false Claim. See, Lawyer responsible for false debt collection claim, Federal Fair Debt Collection Practices Act, 15 U.S.C.S. § 1692 *et seq*, and **Heintz v. Jenkins, 514 U.S. 291; 115 S. Ct. 1489, 131 L. Ed. 2d 395 (1995)**;

889. The Law Offices of DAVID JAMES STERN P.A. *et al.*, not the Client knows when an Action does not fit the cookie cutter pleadings employed by its paralegals;

890. The client must be advised, questioned and consulted;

891. The thoughtless mechanical employment of a computer-driven Attorney, (see automated Summary Judgment Motion, *supra)*, keeping to a time line, to foreclosure on Plaintiff offends the integrity of our American system of justice.

WHEREFORE, PREMISES CONSIDERED, Plaintiff directs this Court for entry of judgment against Law Offices of DAVID J. STERN P.A., DAVID JAMES STERN Esquire, KAROL S PIERCE Esquire, CASSANDRA RACINE-RIGAUD Esquire, MISTY BARNES Esquire as Sanctions are in Order for filing or maintaining a frivolous Action, with costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

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COUNT XXVI.
FALSE CLAIM; PLAINTIFF IS NOT IN DEFAULT

892. Controlling-Documents filed with the Securities and Exchange Commission make provision therein for the Servicer or the Trustee to make each monthly Mortgage payment to each investor whether or not payment is received from the Home-Owner.

893. Uniform Commercial Code 3-602(a), states, in relevant part;

> *(b) ...* ***an instrument is paid to the extent payment is made (i) by or on behalf of a party obliged to pay the instrument, and (ii) to a person entitled to enforce the instrument. To the extent of the payment, the obligation of the party obliged to pay the instrument is discharged even though payment is made with knowledge of a claim to the instrument under Section 3-306 by another person.***

894. The Real-Party-in-Interest has been paid, and is not a damaged party.

WHEREFORE, PREMISES CONSIDERED, Plaintiff directs this Court for entry of judgment against AURORA, CEO TOM WIND of AURORA with imputed knowledge, the Law Offices of DAVID J. STERN P.A., DAVID JAMES STERN Esquire, KAROL S PIERCE Esquire, CASSANDRA RACINE-RIGAUD Esquire, MISTY BARNES Esquire as Sanctions are in Order against said Esquires, filing or maintaining a frivolous Action, for filing a false claim, award Plaintiff costs and fees, in an amount Trier of fact deems is just and fair, determined at Trial.

Respectfully submitted;

By: _____
JOHN KORMAN

State of Florida }
} ss
County of Palm Beach }

JURAT

All statements made in this document are true, correct and this Complaint is made under the penalty of perjury which includes all Exhibits submitted, as true and correct copies of original documents or those filed in public and Court records.

Sworn to (or affirmed) and subscribed before me this 19th day of October, 2011; by JOHN KORMAN, who is either personally known, or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he executed said instrument for the purposes therein contained as his free and voluntary act and deed.

WITNESS my hand and official seal.

NOTARY PUBLIC Signature

10/19/11
DATE

IVAN BRENDAN SURMIK
MY COMMISSION # EE13140
EXPIRES: July 29, 2014
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Ivan Surmik
NOTARY Printed Name
My commission expires: 7/29/14.